

INFORMATION TO OFFERORS OR QUOTERS

OMB Control No.: 2700-0042

Exp. Date: N/A

Solicitation Number:

NNA05061338R

☐ Sealed Bid (IFB)

☐ MidRange (RFO)

☐ Negotiated (RFQ)

☐ Negotiated (NRA)

☒ Negotiated (RFP)

Issuing Office:

NASA Ames Research Center
Acquisition Division
Moffett Field, CA 94035-1000

Point of Contact: NO COLLECT CALLS ACCEPTED

Name: Robert L. Guerrero
Mail Stop: M/S 213-13
Telephone: (650) 604-4864
Fax: (650) 604-4984

Item(s) to Be Acquired:

11 X 11 FT TRANSONIC WIND TUNNEL VANE SET #1 REPLACEMENT

This Solicitation Is:

- ☒ Unrestricted--Full and Open Competition
- ☐ Set-Aside 100% for ☐ HUBzoneSmall Business ☐ Labor Surplus Area Concerns
☐ a combination Small Business/Labor Surplus Area Set-Aside
- ☐ Intended for award with Other than Full and Open Competition pursuant to FAR 6.302-
To:

Potential offerors are invited to submit a proposal to demonstrate their capability to meet the requirements of this solicitation.

- ☐ For planning/informational purposes only and will not result directly in a contract award. See Section L.

All Ames Research Center procurements (other than Simplified Acquisitions) are published on the Internet. Offerors/quoters may access the Internet via a worldwide web browser such as Mosaic, Netscape, or other similar application. The ARC Procurement Site URL is: <http://procure.arc.nasa.gov>

CRITICAL ELEMENTS OF INFORMATION: Your attention is invited to the following:

- ☒ Section K. You **MUST** complete the "Representations, Certifications, and Other Statements" included here.
- ☒ Sections L and M. Note the instructions contained therein, with particular attention to the Section L provision, "Instruction to Offerors-Competitive Acquisition." Section M sets forth evaluation information.
- ☒ Section L, FAR 52.236-27. A site visit has been scheduled.
- ☐ It is the policy of the United States that competitive procedures be used to the maximum practical extent in the awarding of subcontracts by prime contractors. This policy is endorsed and fully supported by NASA and Ames Research Center. See Section L, FAR 52.244-5. Note NASA Small Disadvantaged Business Goal (NFS 1852.219-76).
- ☐ Other:

NOTE: It is our intent that any changes/amendments to this solicitation will be made **ONLY** on the NASA Acquisition Internet Service (NAIS) site. It is, therefore, the contractor's responsibility to check the below listed internet site daily for any posted changes to the solicitation. The general address for accessing this solicitation from the internet is <http://procure.arc.nasa.gov/>

OTHER IMPORTANT INSTRUCTIONS:

1. The envelope(s) used to submit your reply must be plainly marked with the solicitation number (as shown above), and the date and local time set forth in the solicitation document for bid opening or receipt of proposal/price quotation.
2. You **MUST** acknowledge in your bid or proposal/quotation your receipt of any and all amendments to this solicitation.
3. If no offer or price quotation is to be submitted, detach this sheet, complete the information requested on the reverse, and return it to the issuing office noted above.
4. **IN THE EVENT OF A CONFLICT BETWEEN THIS COVER SHEET AND THE SOLICITATION, THE SOLICITATION TAKES PRECEDENCE.**

NO OFFER/PRICE QUOTATION SUBMITTED FOR REASONS CHECKED

INSTRUCTIONS: Solicitees that choose not to respond with a bid or proposal/price quotation are requested to provide the following information. Please be specific and thorough in your response, as it will help us to identify and overcome barriers to competition in future acquisitions. Your cooperation is greatly appreciated.

☐ SPECIFICATIONS/SCOPE OF WORK APPEAR TO BE RESTRICTIVE. *Please explain.*

☐ INSUFFICIENT TIME TO PREPARE AN OFFER/PRICE QUOTATION.

☐ CANNOT MEET REQUIRED DELIVERY SCHEDULE. *Please explain.*

☐ CANNOT BE PRICE COMPETITIVE. *Please explain.*

☐ UNABLE TO UNDERSTAND THE REQUIREMENT. *Please explain.*

☐ DO NOT REGULARLY MANUFACTURE OR SELL THE SPECIFIC TYPE(S) OF ITEM(S) INVOLVED.

☐ OTHER. *Please specify.*

☒ WHAT WOULD HAVE ENABLED YOU TO RESPOND? *Please explain.*

We ☐ do ☐ do not desire to be retained on the mailing list for future acquisitions of the type(s) of item(s) involved.

NAME AND ADDRESS OF SOLICITEE:
(INCLUDE ZIP CODE)

SIGNATURE:

Name

Title/Position of Signer

Telephone Number

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. NNA05061338R	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATED (BVS)	3. DATE ISSUED 01/24/2005	PAGE OF PAGES 1 of 3

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 4200061338	6. PROJECT NO.
7. ISSUED BY National Aeronautics and Space Administration Ames Research Center Attn: M/S 213-13 Moffett Field, CA 94035-1000	CODE	8. ADDRESS OFFER TO National Aeronautics and Space Administration Ames Research Center Attn: M/S 213-13, Room 203A Moffett Field, CA 94035-1000
9. FOR INFORMATION CALL:	A. NAME Robert L. Guerrero	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (650)-604-4864

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

TITLE: N221 FIRE PUMP REPLACEMENT

Section A. Solicitation/Contract Form	SF 1442: Solicitation, Offer, and Award (this form)
Section B. Supplies or Services and Prices/Costs	Page B1
Section C. Description/Specs./Work Statement	Page C1
Section E. Inspection and Acceptance	Pages E1 – E2
Section F. Deliveries or Performance	Pages F1
Section G. Contract Administration Data	Page G1
Section H. Special Contract Requirements	Pages H1 – H3
Section I. Contract Clauses	Pages I1 – I14
Section J. List of Attachments	Page J1
Section K. Representations, Certifications, and Other Statements of Offerors	Pages K1 – K10
Section L. Instrs., Conds., and Notices to Offerors	Pages L1 – L12
Section M. Evaluation Factors for Award	Page M1 – M2

A PRE-BID CONFERENCE & CONDUCTED SITE TOUR IS SCHEDULED FOR 10:00 A.M. on February 2, 2005 AT AMES RESEARCH CENTER, BUILDING N213, ROOM 217. THE ESTIMATED MAGNITUDE OF THIS PROJECT IS BETWEEN \$1,000,000 AND \$5,000,000.

11. The Contractor shall begin performance within 10 calendar days and complete it within 251 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See Clause 52.211-10.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS Ten
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM (hour) local time February 24, 2005. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

Base Bid \$

Option 1\$

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

7

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)()☐ 41 U.S.C. 253(c)()

26. ADMINISTERED BY

CODE

Refer to Block 7.

27. PAYMENT WILL BE MADE BY

Financial Management and Payments Branch

NASA-Ames Research Center

Moffett Field, CA 94035-1000

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

Computer Generated

STANDARD FORM 1442 BACK (REV. 4-85)

NOTE:

- 1. THE CONTRACTING OFFICER MAY EXERCISE THE OPTION AT TIME OF AWARD. A FIRM FIXED OFFER PRICE IS REQUIRED FOR THE OPTION. NO PROVISION IS MADE FOR AN ECONOMIC PRICE ADJUSTMENT. IF THE OPTION IS EXERCISED, THE PERIOD OF PERFORMANCE REMAINS UNCHANGED. THE OPTION WILL BE EVALUATED IN ACCORDANCE WITH FAR CLAUSE 52.217-5, EVALUATION OF OPTION.**
- 2. OFFERS MUST BE SUBMITTED ON ALL ITEMS, FAILURE TO PROPOSE ON ALL ITEMS MAY RESULT IN THE OFFER BEING NON-RESPONSIVE.**
- 3. THIS IS A NEGOTIATED BEST VALUE PROCUREMENT. NO PUBLIC BID OPENING WILL BE HELD. PLEASE SEE SECTION M FOR EVALUATION FACTORS AND SECTION L FOR PROPOSAL SUBMITTAL REQUIREMENTS. A TECHNICAL PROPOSAL IS REQUIRED FOR THIS PROCUREMENT.**

PART 1 - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 SUPPLIES/SERVICES TO BE PROVIDED (ARC 52.211-94) (FEB 1997)**

The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement set forth in Section C.

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>
Base Offer	See Specification Section 01000, paragraph 1.1.1	1	JB
Option 1	See Specification Section 01000, paragraph 1.1.2	1	JB

(End of clause)

B.2 FIRM FIXED PRICE (NASA 1852.216-78) (DEC 1988)

The total firm fixed price of this contract is (See Standard Form 1442 Back, Block No. 22).

(End of clause)

B.3 BID OPTION

Option 1 shall be available to the Government up to 30 calendar days following issuance of Notice to Proceed.

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION
/WORK STATEMENT

C.1 SPECIFICATION (ARC 52.211-93) (FEB 1997)

(a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and do all other things necessary for, or incidental to performance of the requirements set forth herein.

(b) Work shall be accomplished in accordance with the Specification/Work Statement incorporated in Section J.

(End of clause)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 INSPECTION OF CONSTRUCTION (FAR 52.246-12) (AUG 1996)**

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms to the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not—

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of

the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE**F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.242-14	APR 1984	SUSPENSION OF WORK

**F.2 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
(FAR 52.211-10) (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 251 calendar days after the effective date of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

F.3 DELIVERY OF REPORTS (ARC 52.211-92) (FEB 1997)

Unless otherwise specified, all reports shall be addressed to NASA-Ames Research Center, Moffett Field, CA 94035-1000, marked with the contract number, to the attention of the listed recipients, and in accordance with the following delivery schedule. A copy of the transmittal letter for each report shall be forwarded to the Contracting Officer.

<u>Item/Report</u>	<u>Delivery Date</u>	<u>Qty</u>	<u>Recipient</u>
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Please refer to the Specification for all required submittals.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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No FAR By-reference clauses in Section G.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT
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(End of clause)

**G.2 SUBMISSION OF INVOICES--FIXED PRICE (ARC 52.232-93) (MAR 2001)
Alternate I (FEB 1998)**

(a) Invoices shall be submitted to the attention of the Contracting Officer, M/S 213-13, Ames Research Center, Moffett Field, CA 94035-1000, in quadruplicate (an original and three copies), shall reference the contract number, Taxpayer Identification Number (TIN#), Banking Information for Electronic Funds Transfer (EFT), and be identified by denoting the numerical sequence of the invoice.

(b) Reporting Requirements under Taxpayer Relief Act of 1997

(1) The Taxpayer Relief Act of 1997, enacted August 5, 1997, requires Federal executive agencies to file information returns (i.e., Form 1099-MISC) for payment of \$600 or more to corporations for services. Payments for services under certain confidential or classified contracts that meet the requirements of Internal Revenue Code Section 6050M(e) are excluded from the reporting requirements. This change became effective as of January 1, 1997.

(2) In order to comply with the Act, the contractor shall separately subtotal taxable services and nontaxable materials and supplies on each invoice. If subtotals are not specified on the invoices, the Government will presume that the entire invoice amount is reportable and will be shown on the Form 1099-MISC generated by NASA and provided to the contractor and the Internal Revenue Service.

(End of clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.236-2	APR 1984	DIFFERING SITE CONDITIONS
52.236-3	APR 1984	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK
52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
52.236-6	APR 1984	SUPERINTENDENCE BY THE CONTRACTOR
52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
52.236-8	APR 1984	OTHER CONTRACTS
52.236-9	APR 1984	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS
52.236-10	APR 1984	OPERATIONS AND STORAGE AREAS
52.236-11	APR 1984	USE AND POSSESSION PRIOR TO COMPLETION
52.236-12	APR 1984	CLEANING UP
52.236-13	NOV 1991	ACCIDENT PREVENTION
52.236-14	APR 1984	AVAILABILITY AND USE OF UTILITY SERVICES
52.236-15	APR 1984	SCHEDULES FOR CONSTRUCTION CONTRACTS
52.236-17	APR 1984	LAYOUT OF WORK
52.236-21	FEB 1997	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

1852.223-70	APR 2002	SAFETY AND HEALTH
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS

H.2 PERFORMANCE OF WORK BY THE CONTRACTOR (FAR 52.236-1) (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

H.3 SECURITY REGISTRATION AND IDENTIFICATION BADGES--CONSTRUCTION CONTRACTS (ARC 52.204-92) (FEB 1997)

- (a) All persons engaged in work at Ames Research Center are required to be registered and badged by Protective Services.
- (b) The Contractor is responsible for assuring that each employee or company representative wears his/her issued identification badge at all times while they are within the boundaries of Moffett Field. Badges shall be worn above the waist in such a manner as to be clearly visible.
- (c) The Contractor shall ensure that all employees who are terminated or who are no longer connected with the work being performed under this contract are processed out through Protective Services. Badges, keys, and other Government property must be accounted for and returned. If a computer account has been established, the account must be deactivated.
- (d) Only U.S. Citizens and Permanent Resident Aliens will be badged by Protective Services. Foreign Nationals (non-immigrant aliens) WILL NOT be badged or permitted to perform on-site work on the project (other than to be escorted) until a National Agency Check has been completed.
- (e) After badging, contractor and subcontractor employees will be permitted to enter the Center and to drive by direct route from that gate to the parking area assigned to the Contractor by the Contracting Officer.
- (f) Employees of construction contractors shall turn in their badges to the Visitor Badging Office, Building 26, when they complete working on-site.

(End of clause)

H.4 1852.243-72 EQUITABLE ADJUSTMENTS (APRIL 1998)

- (a) The provisions of all other clauses contained in this contract which provide for an equitable adjustment, including those clauses incorporated by reference with the exception of the "Suspension of Work" clause (FAR 52.242-14), are supplemented as follows:

Upon written request, the Contractor shall submit a proposal for review by the Government. The proposal shall be submitted to the contracting officer within the time limit indicated in the request or any extension thereto subsequently granted. The proposal shall provide an itemized breakdown of all increases and decreases in the contract for the Contractor and each subcontractor in at least the following detail: material quantities and costs; direct labor hours and rates for each trade; the associated FICA, FUTA, SUTA, and Workmen's Compensation Insurance; and equipment hours and rates.

- (b) The overhead percentage cited below shall be considered to include all indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. "Commission" is defined as profit on work performed by others. The percentages for overhead, profit, and commission are negotiable according to the nature,

extent, and complexity of the work involved, but in no case shall they exceed the following ceilings:

	Overhead (Percent)	Profit (Percent)	Commission
To Contractor on work performed by other than its own forces	-----	-----	10 percent
To first tier subcontractor on work performed by its subcontractors	-----	-----	10 percent
To Contractor and/or subcontractors on work performed with their own forces	10 percent	10 percent	-----

(c) Not more than four percentages for overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers.

(d) The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors.

(e) Equitable adjustments for deleted work shall include credits, limited to the same percentages for overhead, profit, and commission in paragraph (b) of this clause.

(f) On proposals covering both increases and decreases in the amount of the contract, the application of the overhead, profit, and commission shall be on the net change in direct costs for the Contractor or the subcontractor performing the work.

(g) After receipt of the Contractor's proposal, the contracting officer shall act within a reasonable period, provided that when the necessity to proceed with a change does not permit time to properly check the proposal, or in the event of a failure to reach an agreement on a proposal, the contracting officer may order the Contractor to proceed on the basis of the price being determined at the earliest practicable date. In such a case, the price shall not be more than the increase or less than the decrease proposed.

(End of clause)

[END OF SECTION]

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.219-3	JAN 1999	NOTICE OF TOTAL HUBZONE SET-ASIDE
52.219-4	OCT 2004	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 2002	SMALL BUSINESS SUBCONTRACTING PLAN WITH ALTERNATE I (JAN 1999 (required if contract is over \$1 million)
52.219-16	JAN 1999	LIQUIDATED DAMAGES SUBCONTRACTING PLAN (required if contract is over \$1 million)
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARD ACT— OVERTIME COMPENSATION
52.222-6	FEB 1995	DAVIS-BACON ACT

52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-9	FEB 1988	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	FEB 1988	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION— DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-27	FEB 1999	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
52.222-35	DEC 2001	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION & MATERIAL SAFETY DATA (ALTERNATE 1) (JUL 1995)
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO- KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING (required if contract is over \$100,000)
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-4	APR 1984	PATENT INDEMNITY-- CONSTRUCTION CONTRACTS
52.228-1	SEP 1996	BID GUARANTEE
52.228-2	OCT 1997	ADDITIONAL BOND SECURITY
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.228-11	FEB 1992	PLEDGES OF ASSETS
52.228-12	OCT 1995	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS
52.228-13	JUL 2000	ALTERNATIVE PAYMENT PROTECTIONS (required if contract is less than \$100,000)
52.228-14	DEC 1999	IRREVOCABLE LETTER OF CREDIT

52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-5	SEP 2002	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-27	OCT 2003	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.236-26	FEB 1995	PRECONSTRUCTION CONFERENCE
52.242-13	JUL 1995	BANKRUPTCY
52.243-4	AUG 1987	CHANGES
52.244-2	AUG 1998	SUBCONTRACTS (required if contract is over \$500,000)
52.245-1	APR 1984	PROPERTY RECORDS
52.245-2	MAY 2004	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)
52.245-3	APR 1984	IDENTIFICATION OF GOVERNMENT FURNISHED PROPERTY
52.246-21	MAR 1994	WARRANTY OF CONSTRUCTION (ALTERNATE I) (APR 1984)
52.248-3	FEB 2000	VALUE ENGINEERING--CONSTRUCTION
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (ALTERNATE I) (SEP 1996)
52.249-10	APR 1984	DEFAULT (FIXED-PRICE CONSTRUCTION)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

1852.209-72	DEC 1988	COMPOSITION OF THE CONTRACTOR
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES (required if contract is over \$1 million)
1852.219-75	MAY 1999	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING REPORTING (required if contract is over \$1 million)
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.232-79	SEP 1987	PAYMENT FOR ON-SITE PREPARATORY COSTS
52.252-4	APR 1984	ALTERATIONS IN CONTRACT

Portions of this contract are altered as follows:

(a) FAR Clause 52.223-3. The successful bidder will be required to provide a list of hazardous materials prior to award, if applicable. Otherwise, paragraph (b) of the clause is completed by the insertion of "NONE".

(End of clause)

I.2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://procure.arc.nasa.gov/>.

(End of clause)

I.3 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FAR 52.222-1) (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

I.4 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FAR 52.222-23) (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority
Participation for
Each Trade

19.6%

Goals for Female
Participation for
Each Trade

6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is California, Santa Clara County, Moffett Field.

(End of provision)

I.5 DESIGNATED PRODUCTS (FAR 52.223.9) (AUG 2000) ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-

(a) *Definitions.* As used in this clause-

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

- (1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and
- (2) Submit this estimate to _____ [Contracting Officer complete in accordance with agency procedures].

(End of clause)

Alternate I (Aug 2000). As prescribed in 23.406(b), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(End of certification)

I.6 BUY AMERICAN ACT-CONSTRUCTION MATERIALS 52.225-9 (JUN 2003)

(a) Definitions. As used in this clause-

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic construction material" means-

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate

adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign And Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2:			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

I.7 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (FAR 52.226-1) (JUNE 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the--

U.S. Department of the Interior

Bureau of Indian Affairs (BIA)

Attn: Chief, Division of Contracting and

Grants Administration

1849 C Street, NW,

MS-2626-MIB

Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

I.8 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (FAR 52.228-15) (JULY 2000)

(a) Definitions. As used in this clause--

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the:

U.S. Department of Treasury

Financial Management Service

Surety Bond Branch

401 14th Street, NW, 2nd Floor, West Wing

Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

I.9 SHARED SAVINGS (NASA 1852.243-71) (MAR 1997) (required if contract is over \$1,000,000)

(a) The Contractor is entitled, under the provisions of this clause, to share in cost savings resulting from the implementation of cost reduction projects which are presented to the Government in the form of Cost Reduction Proposals (CRP) and approved by the Contracting Officer. These cost reduction projects may require changes to the terms, conditions or statement of work of this contract. Any cost reduction projects must not change the essential function of any products to be delivered or the essential purpose of services to be provided under the contract.

(b) Definitions:

(1) Cost savings, as contemplated by this clause, means savings that result from instituting changes to the covered contract, as identified in an approved Cost Reduction Proposal.

(2) Cost Reduction Proposal (CRP) - For the purposes of this clause, a Cost Reduction Proposal means a proposal that recommends alternatives to the established procedures and/or organizational support of a contract or group of contracts. These alternatives must result in a net reduction of contract cost and price to NASA. The proposal will include technical and cost information sufficient to enable the Contracting Officer to evaluate the CRP and approve or disapprove it.

(3) Covered contract - As used in this clause, covered contract means the contract, including unexercised options but excluding future contracts, whether contemplated or not, against which the CRP is submitted.

(4) Contractor implementation costs - As used in this provision, contractor implementation costs, or "implementation costs", shall mean those costs which the Contractor incurs on covered contracts specifically in developing, preparing, submitting, and negotiating a CRP, as well as those costs the Contractor will incur on covered contracts to make any structural or organizational changes in order to implement an approved CRP.

(5) Government costs - As used in this provision, the term Government costs means internal costs of NASA, or any other Government agency, which result

directly from development and implementation of the CRP. These may include, but are not limited to, costs associated with the administration of the contract or with such contractually related functions such as testing, operations, maintenance and logistics support. These costs also include costs associated with other Agency contracts (including changes in contract price or cost and fee) that may be affected as a result of the implementation of a CRP. They do not include the normal administrative costs of reviewing and processing the Cost Reduction Proposal.

(c) General. The Contractor will develop, prepare and submit CRPs with supporting information, as detailed in paragraph (e) of this clause, to the Contracting Officer. The CRP will describe the proposed cost reduction activity in sufficient detail to enable the Contracting Officer to evaluate it and to approve or disapprove it. The Contractor shall share in any net cost savings realized from approved and implemented CRPs in accordance with the terms of this clause. The Contractor's actual percentage share of the cost savings shall be a matter for negotiation with the Contracting Officer, but shall not, in any event, exceed 50 percent of the total cost savings recognized by the Contracting Officer. The Contractor may propose changes in other activities that impact performance on its contract, including Government and other Contractor operations, if such changes will optimize cost savings. A Contractor shall not be entitled to share, however, in any cost savings that are internal to the Government, or which result from changes made to any contracts to which it is not a party even if those changes were proposed as a part of its CRP. Early communication between the Contractor and the Government is encouraged. The communication may be in the form of a concept paper or preliminary proposal. The Government is not committed to accepting any proposal as a result of these early discussions.

(d) Computation of cost savings. The cost savings to be shared between the Government and the Contractor will be computed by the Contracting Officer by comparing a current estimate to complete (ETC) for the covered contract, as structured before implementation of the proposed CRP, to a revised ETC which takes into account the implementation of that CRP. The cost savings to be shared shall be reduced by any cost overrun, whether experienced or projected, that is identified on the covered contract before implementation of the CRP. Although a CRP may result in cost savings that extend far into the future, the period in which the Contractor may share in those savings will be limited to no more than five years. Implementation costs of the Contractor must be considered and specifically identified in the revised ETC. The Contracting Officer shall offset Contractor cost savings by any increased costs (whether implementing or recurring) to the Government when computing the total cost savings to be shared. The Contractor shall not be entitled, under the provisions of this clause, to share in any cost reductions to the contract that are the result of changes stemming from any action other than an approved CRP. However, this clause does not limit recovery of any such reimbursements that are allowed as a result of other contract provisions.

(e) Supporting Information. As a minimum, the Contractor shall provide the following supporting information with each CRP:

- (1) Identification of the current contract requirements or established procedures and/or organizational support which are proposed to be changed.
- (2) A description of the difference between the current process or procedure and the proposed change. This description shall address how proposed changes will meet NASA requirements and discuss the advantages and disadvantages of the existing practice and the proposed changes.

(3) A list of contract requirements which must be revised, if any, if the CRP is approved, along with proposed revisions. Any changes to NASA or delegated contract management processes should also be addressed.

(4) Detailed cost estimates which reflect the implementation costs of the CRP.

(5) An updated ETC for the covered contract, unchanged, and a revised ETC for the covered contract which reflects changes resulting from implementing the CRP. If the CRP proposes changes to only a limited number of elements of the contract, the ETCs need only address those portions of the contract that have been impacted. Each ETC shall depict the level of costs incurred or to be incurred by year, or to the level of detail required by the Contracting Officer. If other CRPs have been proposed or approved on a contract, the impact of these CRPs must be addressed in the computation of the cost savings to ensure that the cost savings identified are attributable only to the CRP under consideration in the instant case.

(6) Identification of any other previous submissions of the CRP, including the dates submitted, the agencies and contracts involved, and the disposition of those submittals.

(f) Administration.

(1) The Contractor shall submit proposed CRPs to the Contracting Officer who shall be responsible for the review, evaluation and approval. Normally, CRPs should not be entertained for the first year of performance to allow the Contracting Officer to assess performance against the basic requirements. If a cost reduction project impacts more than a single contract, the Contractor may, upon concurrence of the Contracting Officers responsible for the affected contracts, submit a single CRP which addresses fully the cost savings projected on all affected contracts that contain this Shared Savings Clause. In the case of multiple contracts affected, responsibility for the review and approval of the CRP will be a matter to be decided by the affected Contracting Officers.

(2) Within 60 days of receipt, the Contracting Officer shall complete an initial evaluation of any proposed cost reduction plan to determine its feasibility. Failure of the Contracting Officer to provide a response within 60 days shall not be construed as approval of the CRP. The Government shall promptly notify the Contractor of the results of its initial evaluation and indicate what, if any, further action will be taken. If the Government determines that the proposed CRP has merit, it will open discussions with the Contractor to establish the cost savings to be recognized, the Contractor's share of the cost savings, and a payment schedule. The Contractor shall continue to perform in accordance with the terms and conditions of the existing contract until a contract modification is executed by the Contracting Officer. The modification shall constitute approval of the CRP and shall incorporate the changes identified by the CRP, adjust the contract cost and/or price, establish the Contractor's share of cost savings, and incorporate the agreed to payment schedule.

(3) The Contractor will receive payment by submitting invoices to the Contracting Officer for approval. The amount and timing of individual payments will be made in accordance with the schedule to be established with the Contracting Officer. Notwithstanding the overall savings recognized by the Contracting Officer as a result of an approved CRP, payment of any portion of the Contractor's share of savings shall not be made until NASA begins to realize a net

cost savings on the contract (i.e., implementation, startup and other increased costs resulting from the change have been offset by cumulative cost savings). Savings associated with unexercised options will not be paid unless and until the contract options are exercised. It shall be the responsibility of the Contractor to provide such justification as the Contracting Officer deems necessary to substantiate that cost savings are being achieved.

(4) Any future activity, including a merger or acquisition undertaken by the Contractor (or to which the Contractor becomes an involved party), which has the effect of reducing or reversing the cost savings realized from an approved CRP for which the Contractor has received payment may be cause for recomputing the net cost savings associated with any approved CRP. The Government reserves the right to make an adjustment to the Contractor's share of cost savings and to receive a refund of moneys paid if necessary. Such adjustment shall not be made without notifying the Contractor in advance of the intended action and affording the Contractor an opportunity for discussion.

(g) Limitations. Contract requirements that are imposed by statute shall not be targeted for cost reduction exercises. The Contractor is precluded from receiving reimbursements under both this clause and other incentive provisions of the contract, if any, for the same cost reductions.

(h) Disapproval of, or failure to approve, any proposed cost reduction proposal shall not be considered a dispute subject to remedies under the Disputes clause.

(i) Cost savings paid to the Contractor in accordance with the provisions of this clause do not constitute profit or fee within the limitations imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 254(b).

(End of clause)

(END OF SECTION)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.I LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC
52.211-90) (FEB 1997)**

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

Title

1. Specification No. NNA05061336
2. General Wage Decision No. CA 20030029 with Modifications 0 through 14.
3. Standard Form 24; Bid Bond

(b) The following documents and attachments are included only in the solicitation:

DD Form 2051; Request for Assignment of a Commercial and Government Entity (CAGE) Code.

(End of clause)

(END OF SECTION)

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)****(a) The offeror certifies that:**

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization)

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.2 COVENANT AGAINST CONTINGENT FEES (FAR 52.203-5) (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

K.3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that—

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.4 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may either be a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFP 1.6049-4;

☐ Other;

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it
() is a women-owned business concern.

(End of provision)

K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a)(i) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it is, or is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that- (i) it [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, or is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Alternate I (Apr 2002). As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- _____ Black American.
- _____ Hispanic American.
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- _____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- _____ Individual/concern, other than one of the preceding.

(End of provision)

K.8 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (OCT 2000)

(a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees Avg. Annual Gross Revenues

___ 50 or fewer	___ \$1 million or less
___ 51 - 100	___ \$1,000,001 - \$2 million
___ 101 - 250	___ \$2,000,001 - \$3.5 million
___ 251 - 500	___ \$3,500,001 - \$5 million
___ 501 - 750	___ \$5,000,001 - \$10 million
___ 751 - 1,000	___ \$10,000,001 - \$17 million
___ Over 1,000	___ Over \$17 million

(End of provision)

K.9 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that—

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.11 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (52.222-38) (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. (d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

K.12 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (Oct 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

K.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003) (required if contract is over \$100,000)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]
- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094.
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- ☐ (v) The facility is not located in the United States or its outlying areas..

(End of provision)

(END OF SECTION)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES
TO OFFERORS

**L.1 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6)
(OCT 2003)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number-
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

L.2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR Part 101-29 (FAR 52.211-1) (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service

Specifications Section, Suite 8100

470 East L'Enfant Plaza, S.W

Washington, D. C. 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of provision)

L.3 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (FAR 52.211-4) (JUN 1988)

The specifications cited in this solicitation are not available for distribution. However, they may be examined at the following location(s):

NASA-Ames Research Center
Moffett Field, CA 94035-1000
Reliability and Quality Assurance Office
Trailer Area TA 3, Building T-041, Room 129
Mail Stop T-041-1
Telephone 415-604-4901

(End of provision)

L.4 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be [] DX rated order; [X] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

L.5 NOTICE OF BUY AMERICAN ACT REQUIREMENT-CONSTRUCTION MATERIALS (FAR 52.225-10) (MAY 2002)

(a) Definitions. "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall

include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

****THE SUCCESSFUL OFFEROR WILL BE REQUIRED TO FURNISH THE FOLLOWING INFORMATION AS REQUIRED IN FAR CLAUSE 52.232.38:**

L.6 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (FAR 52.232.38) (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

L.7 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NASA-Ames Research Center, Moffett Field, CA 94035-1000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.8 SITE VISIT (CONSTRUCTION) (FAR 52.236-27) (FEB 1995) ALT 1 (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for:

Date: February 2, 2005

Time: 10:00 AM

Location: Building N213, Conference Room 217
Ames Research Center
Moffett Field, CA 94035-1000

(End of provision)

L.9 OMBUDSMAN (NFS 1852.215-84) (OCTOBER 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source

Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Mr. Lewis Braxton III, M/S 200-9, NASA/Ames Research Center, Moffett Field, CA 94035-1000, Telephone (650) 604-5068, FAX (650) 1668, e-mail Lewis.S.Braxton@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

L.10 BID BOND (NASA 1852.228-73) (OCT 1988)

(a) Each bidder shall submit with its bid a bid bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in Federal Acquisition Regulation clause 52.228-1, in the amount of twenty percent (20%) of the bid price, or \$3 million, whichever is the lower amount.

(b) Bid bonds shall be dated the same date as the bid or earlier.

(End of provision)

L.11 PROTESTS TO NASA (NASA1852.233-70) (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.12 MAGNITUDE OF REQUIREMENT (NASA 1852.236-74) (DEC 1988)

The Government estimated price range of this project is between \$1,000,000.00 and \$5,000,000.00.

(End of provision)

**L.13 SMALL BUSINESS SUBCONTRACTING PLAN (NASA 1852.219-73) (MAY 1999)
(required if contract is over \$1 million)**

(a) This provision is not applicable to small business concerns.

(b) The contract expected to result from this solicitation will contain FAR clause 52.219-9, "Small, Small Disadvantaged and Women-Owned Small Business."

Subcontracting Plan." The apparent low bidder must submit the complete plan within 5 calendar days after request by the Contracting Officer.

(End of Provision)

**L.14 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1)
(JAN 2004)**

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed or packages (i) addressed to the office specified in the solicitation, and (ii) showing time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal.

Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5,

Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal

may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

Alternate I (Oct 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

(f)(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

Alternate II (Oct 1997). As prescribed in 15.209(a)(2), add a paragraph (c)(9) substantially the same as the following to the basic clause:

(c)(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

L.15 INFORMATION REQUIRED TO BE SUBMITTED BY OFFERORS

(A) **TECHNICAL PROPOSAL:** The technical proposal shall be limited to 20 single sided, 8-1/2 by 11 inch pages of text with 10 point font or larger. The page

limitation does not include the Standard Form 1442, Solicitation, Offer, and Award; or the installation plan and network schedule. If the technical proposal exceeds the stated page limitation, only the first 20 pages will be evaluated. The technical proposal shall be presented in three ring binders with dividers separating each Best Value Selection (BVS) value characteristic. Offerors are advised that the required data listed below will be utilized for technical review and evaluation and for determination of a "rating" by an evaluation team. The proposal should address the BVS value characteristics in the following format:

(1) **PAST PERFORMANCE:** The past performance information should be on 8-1/2 by 11 inch pages of text with 10 point front or larger and address the BVS value characteristics in the following format:

(a) Provide specific examples that demonstrate your experience and successful past performance on comparable projects within the last three (3) years. Provide up to four (4) project examples in the following format:

Contract Number:

Project Title, Location and Description:

Owner and Point of Contact

Agency:

Contact Name:

Address:

Phone:

E-mail Address:

Contract Award Date and Price:

Original Contract Completion Date:

Current or Actual Completion Date:

Provide explanation if actual completion date exceeded or exceeds original contract completion date:

Percentage of Completion and Current Price:

Performance Evaluation Rating Received:

Involvement of Proposed Key Personnel:

Description of Requirements and/or Complexity of the Project:

Briefly describe the similarities between this project and the scope of work described in this solicitation:

Major Problems Encountered on Project and Resolution:

Awards/Recommendations Received:

(2) PROJECT TEAM EXPERIENCE AND QUALIFICATIONS:

(a) Provide resumes of the proposed project team including as a minimum the project manager, superintendent, and quality control engineer/manager. The resume should include information on the total number of years in the construction industry, years with this firm, education, proposed role for this project and prior years experience in this role. Submit all information in the following format:

Name of Proposed Key Personnel:

Proposed Position/Role:

Prior years experience in this role:

Years with the Firm:

Years in Construction Industry:

Education/Licenses:

General Resume (List dates and projects worked on along with the complexity and magnitude of the project).

Description of how this individual contributed to the successful performance of the projects described in Factor 1.

(b) Provide a resume outlining the experience and qualifications of any subcontractor performing more than 20 percent of the work. The resumes should include the following information:

Name of Proposed Subcontractor:

Years in Business:

Demonstrated Experience with this Type of Work:

Number of projects you have worked together with this subcontractor:

(3) INSTALLATION PLAN AND SCHEDULE:

Provide an installation plan and a network schedule based on the critical path method in sufficient detail to demonstrate a clear understanding of the requirements. The schedule may be either a bar chart or a network diagram. The schedule shall include time for project activities including all submittal and major purchase activities, government reviews, and on site phasing of the work. The installation plan shall describe proposed construction methods and equipment.

The eight (8) weeks demo/installation window is extremely critical to the wind tunnel operations and the schedule and plan for this eight (8) weeks should be in even greater detail to demonstrate to the Government that the vane set will be completed on time. This should include expected work hours per day and appropriate milestones to easily track the progress along with a plan to accelerate installation in case of falling behind schedule.

(4) UTILIZATION OF SMALL DISADVANTAGED BUSINESS:

Indicate your goal for subcontracting to Small Disadvantaged Businesses (SDBs), both as a percentage of the total offer and dollar amount.

(B) PRICE SUBMITTAL REQUIREMENTS:

The price proposal shall include cost on the Standard Form 1442 "Solicitation, Offer and Award" for the following:

- (1) Lump Sum Price for Base Offer
- (2) Lump Sum Price for the Option.

L.16 1852.223-73 SAFETY AND HEALTH PLAN (APRIL 2002)

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPG 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

- (1) The work will be conducted completely or partly on premises owned or controlled by the government.
- (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
- (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

(END OF SECTION)

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 COMPETITIVE NEGOTIATED PROCUREMENT USING QUALITATIVE CRITERIA**

This solicitation shall be conducted utilizing Best Value Selection (BVS) procedures which seek to select an offer based on the best combination of price and qualitative merit of the offers submitted. BVS procurements predefine the value characteristics which will serve as the discriminators among offers.

BVS evaluation is based on the premise that, if all offers are of approximately equal qualitative merit, award will be made to the offeror with the lowest evaluated price. However, the Government will consider awarding to an offeror with higher qualitative (technical) merit if the difference in price is commensurate with added value. Conversely, the Government will consider making award to an offeror whose offer has lower qualitative merit if the price differential between it and other offers warrant doing so.

The following value characteristics establish what the Government considers to be valuable in an offer. All offers will be judged against these value characteristics. Price and technical will be considered approximately equal in importance and the value characteristics are approximately equal in weight.

a. **TECHNICAL EVALUATION FACTOR:** The following value characteristics are applicable to this procurement:

(1) **PAST PERFORMANCE:** Successful past performance of the prime contractor and any subcontractor performing more than 20 percent of the work on recent projects of similar scope and complexity. Recent projects are defined as current projects completed within the last three (3) years. Offerors are encouraged to provide information on any problems encountered during performance of these contracts and any corrective actions taken by the offeror. In evaluating past performance, the Government shall consider information in the offeror's proposal and information from other sources including references, customers, Government agencies, and other sources deemed appropriate.

(2) **PROJECT TEAM EXPERIENCE AND QUALIFICATIONS:** The experience and qualifications of the offeror's proposed project team in undertaking contracts of similar scope and complexity and their contribution to the firm's past performance record. The project team shall, at a minimum, include the project manager, superintendent, and quality control engineer/manager. Note: The proposed project team shall be required to perform on the contract in their proposed roles. Substitution on the project team after award is undesirable and should only be requested in unavoidable circumstances.

(3) **INSTALLATION PLAN AND SCHEDULE:** The proposed installation plan and network schedule and whether they demonstrate a clear understanding of the requirements and are considered realistic, logical, and show a minimal disruption to adjacent ongoing operations. As defined in the technical specifications, extensive coordination will be required. The overall project duration is 251 calendar days, including submittal and procurement activities. The schedule is to show the

proper phasing of the work to allow all activities to be performed within the given constraints.

(4) **SMALL DISADVANTAGED BUSINESS UTILIZATION:** The extent of the offeror's proposed utilization of Small Disadvantaged Business (SDB) including work to be performed by the prime contractor if an SDB.

b. **PRICE EVALUATION FACTOR:**

(1) The Government will evaluate the proposed price of the base offer and option. The option price will be evaluated in accordance with FAR clause 52.217-5, EVALUATION OF OPTIONS.

(2) Price evaluation will not be based upon absolute standards or given an adjectival rating, but will be an assessment of the reasonableness of the proposed price.

(3) The Government will evaluate the fairness and reasonableness of the proposed price using one or more of the following price analysis techniques:

- (a) Comparison of proposed price with the independent Government estimate,
- (b) Comparison of proposed price to all other proposed prices, and
- (c) Analysis of price for unbalanced items.

(End of provision)

M.2 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option.

(End of provision)

(END OF SECTION)

SPECIFICATION NO. NNA05061336

11 X 11 FT TRANSONIC WIND TUNNEL VANE SET #1
REPLACEMENT

NASA-AMES RESEARCH CENTER
MOFFETT FIELD, CALIFORNIA

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SECTION 01000

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SECTION 01000

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 SCOPE

The work to be performed under this contract consists of providing the labor, equipment, and materials to complete the above-titled project in accordance with the required drawings, these specifications, and the contract clauses. The work includes:

1.1.1 Base Bid

- a. Fabricate turning vane set #1.
- b. Inspect all welds.
- c. Paint vane set.
- d. Shop assemble complete vane set to insure correct and within schedule installation into tunnel.
- e. Remove existing vane set #1 from tunnel and properly dispose of waste.
- f. After cleaning ring girder down to bare metal, inspect entire surface for cracks and defects (visual and MT).
- g. Install new vane set #1 in tunnel.
- h. Inspect tunnel tie-in welds.
- i. Touch-up paint.
- j. Clean tunnel construction area and staging areas.
- k. Provide test reports of all inspection and testing during shop and field work.
- l. Provide as-built shop and installation drawings of vane set #1.

1.1.2 Option #1

- a. Fairings to be added to vane set #1.

1.2 REQUIRED DRAWINGS

The following drawings accompany this specification and are a part thereof.

Base Bid Drawings No. A327A-0300, Sheets G1, G2, D5, S7 through S115.

Option #1 Drawings No. A327A-0300, Sheets S200 through S254.

Five sets of drawings, and specifications will be furnished to the Contractor without charge. One copy of a NASA or Ames publication referenced in this specification will be furnished upon specific request. Other reference publications will not be furnished.

The Contractor shall immediately check furnished drawings and notify the Government of any discrepancies. Commencement of work constitutes acceptance of drawings. Dimensions of existing facilities shall be field checked for accuracy by the Contractor, who shall determine exact dimensions for proper fit. Drawings shall not be construed as being detailed work drawings.

1.3 SUBMITTALS

The Contractor shall submit to the Contracting Officer in accordance with Section 01330, "Submittal Procedures":

SD-01, Preconstruction Submittals

List of Key Personnel
List of Subcontractors and Suppliers
Construction Schedule

1.4 SECURITY

At all times while on government property, the Contractor, subcontractors, their employees and agents shall wear badges issued by NASA Security, located in Building 26. Each individual will be required to sign personally for the badge. The Contractor will be held accountable for these badges and shall return them to the Contracting Officer immediately after completion of the work; failure to do so may delay final payment.

Workers are to remain at work areas at all times and are not to remain in these buildings unless actively at work. Workers are to vacate the buildings during lunch and break periods. Two Contractor employees (only) will be issued picture badges and are to be responsible for all Contractor and subcontractor personnel. These two employees shall be United States Citizens. One of these two employees is to be at the work site whenever Contractor personnel are present and are to be responsible for security and behavioral concerns.

During times of National Security Alerts, access to the Ames Research Center may be restricted to United States Citizens only.

1.5 HOURS OF WORK

Normal hours for work shall be from 7 a.m. to 5 p.m. Monday thru Friday, excluding federal holidays. Requests for additional work hours require written approval from the Contracting Officer seven (7) days in advance. The Contractor, subcontractors, and their employees shall not remain on-site beyond the approved hours of work.

Work under this contract will require the Contractor to conduct operations outside of normal work hours. The Contractor shall do so, as required by the Contracting Officer, at no additional cost to the Government. Work required to be conducted "Outside of normal work hours" must be performed between 6 p.m. and 6 a.m. Monday through Friday or on a weekend.

1.6 OCCUPANCY OF PREMISES

The Government will occupy and use the facilities during the entire construction period. The Contractor shall provide and coordinate controls for the abatement of dust, noise and inconvenience to Government personnel during the work.

Before work is started, the Contractor shall arrange with the Contracting Officer a sequence of work, means of access, space for material and equipment storage, and use of approaches, corridors and stairways.

1.7 TIME OF COMPLETION

1.7.1 Fabrication of Vanes

Splitter bars, vane supports and all associated parts must be completed 165 calendar days after Notice to Proceed.

1.7.2 Demo and Installation

The Government will notify the Contractor of the actual start date after the fabrication of vanes.

Earliest Start Date: 195 calendar days after Notice to Proceed

Latest Start Date: 375 calendar days after Notice to Proceed

Duration: 56 calendar days

Mobilization: 30 calendar days before Start Date

1.7.3 Work Areas

Most work areas are areas occupied by Government personnel. Scheduling and coordination will be required to minimize interference with on-going Government activities.

PART 2 PRODUCTS

2.1 NEW MATERIALS

All equipment and materials incorporated into the work by the Contractor shall be new, first-class, and delivered in the original unopened containers, except as otherwise specified.

2.2 REUSED SALVAGE MATERIALS

Materials and equipment designated in the contract documents to be salvaged or reused shall be carefully removed by the Contractor, so as to minimize damage thereto. The Contractor shall protect, store, and clean them prior to reinstallation or turning over to the Government.

2.3 GOVERNMENT-FURNISHED PROPERTY

The Government will furnish to the Contractor the following property to be incorporated or installed in the work, or used in its performance. Items 1 through 3 will be available for pickup within 60 calendar days after Notice to Proceed. Items 4 through 11 will be available for pickup within 135 calendar days after Notice to Proceed.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
1	536-1 Nose Chord	42 pieces
2	539-1 Tail Chord	42 pieces
3	540-1 Tail	44 pieces
4	575-1 Clip Angle	32 pieces
5	575-2 Clip Angle	32 pieces
6	575-3 Clip Angle	32 pieces
7	575-4 Clip Angle	32 pieces
8	575-5 Clip Angle	32 pieces
9	575-6 Clip Angle	32 pieces
10	575-7 Clip Angle	32 pieces
11	575-8 Clip Angle	32 pieces

2.4 SHIPMENTS

Shipments shall be addressed to the Contractor who shall be responsible for their receipt, unloading, handling, and storage at the site. The Government will not accept deliveries on behalf of the Contractor or his subcontractors or assume responsibility for the security of materials, equipment, or supplies delivered to the site.

PART 3 EXECUTION

3.1 TEMPORARY FACILITIES

The Contractor shall install and maintain temporary utilities required for construction, and remove them upon completion of the work. Materials may be new or used, and shall be adequate for their intended usage. They shall not create unsafe conditions, nor violate applicable codes and standards.

The Government will furnish required water and electricity (120v/1Ph) [and 220v/3Ph] [and 480v]. Connections, distribution and lighting shall be furnished by the Contractor.

[The Contractor shall provide and maintain temporary sanitary facilities, and remove them at the completion of the work. Construction personnel shall not use existing plumbing facilities.]

Signs necessary to expedite deliveries, maintain traffic flow, promote safety, and prevent interference with Government operations shall be provided by the Contractor. Advertisement signs shall not be erected.

The Contractor's trailers and sheds shall be placed at least 30 feet from existing structures, unless they are of non-combustible construction.

3.2 TRAFFIC PROVISIONS

Work shall be conducted so as to minimize obstruction of traffic and parking. Traffic shall be maintained on at least half of the roadway width at all times. Approval shall be obtained from the Contracting Officer prior to starting any activity that will obstruct traffic.

3.3 PROTECTION OF EXISTING SYSTEMS

The Contractor shall provide temporary coverings to protect existing surfaces and equipment when work is being done in adjacent areas. Damaged systems, surfaces, and equipment shall be repaired at the Contractor's expense.

Entire inside of tunnel must be kept clean at all times during and after demo and installation. It is advisable to close off unused portions of tunnel at east end of test section and vane set #2 with poly tarp. Three-quarter inch 3/4 inch plywood should be laid on surfaces that will be used to transport vanes and equipment to vane set #1 location.

Existing utilities and safety systems shall be protected from damage. Utilities and safety systems damaged by the Contractor shall be repaired at the Contractor's expense. Utilities not previously identified to the Contractor, which he encounters in the field, shall be reported to the Contracting Officer immediately. The Contractor shall also record these

on the "As-Built" drawings.

Structural members shall not be altered, unless approved by the Contracting Officer.

3.4 UTILITY OUTAGES AND CONNECTIONS

Required periods of utility outages and connections during execution of the work which affect existing systems shall be arranged at the convenience of the Government (normally outside of normal work hours). Work shall be scheduled to hold outages to a minimum. Requests for utility outages and connections shall be made in writing to the Contracting Officer at least 3 work days in advance of the time required. Each request shall state the system involved, area involved, approximate duration of outage, and the nature of work involved.

3.5 PROGRESS CONTROLS

3.5.1 Project Meetings

The Contractor shall attend a pre-construction conference, scheduled by the Contracting Officer. On-site work shall not commence prior to the conference. Discussion shall include the Contractor's list of key personnel, project orientation, list of subcontractors and suppliers, quality control, safety, administration, and temporary utilities and facilities.

The Contractor shall participate in progress meetings on a weekly or other basis, as scheduled by the Contracting Officer. Discussion shall include: submittals; progress; material delivery; potential delays; interfaces; problems; quality control; and safety.

The Contractor shall promptly report to the Contracting Officer construction problems or design deficiencies encountered. Solutions will be determined by the Government.

3.5.2 Construction Schedule

The "Practicable Schedule" referred to in the clause, "Schedules for Construction Contracts" and the "Contract Price Breakdown" referred to in the clause, "Payments Under Fixed-Price Construction Contracts" shall take the form of a cost-loaded construction schedule. Within 30 days of the notice to proceed, and before any progress payment will be considered, the Contractor shall submit this schedule, in [three] copies, for approval by the Contracting Officer.

The schedule shall be computer generated and plotted on by sheets, showing activity numbers and descriptions, start and finish dates, and total float; as well as the subcontractor responsible, dollar amounts associated with each of material, labor, and equipment, and crew size.

The construction schedule shall include separate line items for mobilization and drawing submittal and approval. (These items are to show no associated costs.) A line item showing contract finalization tasks which includes punchlist, clean-up and demobilization, and final as-built drawings.

The construction schedule shall include all significant design, submittal, fabrication, procurement and work activities; plus any constraints,

outside of this contract which may impact work on the contract. Work activities longer than 10 working days shall be subdivided into phases/areas of work. The schedule shall show full coordination with the Project Submittal Schedule required by Section 1330, "Submittal Procedures".

The critical path shall be clearly delineated on the schedule. When milestone dates are included in the Contract, they shall be clearly indicated.

Data shall be presented as a separate printout on 8-1/2" by 11" paper. Data shall be organized in a logical coherent display capable of periodic updating.

Data shall include verbal activity descriptions with a numerical ordering system cross referenced to the graphic display. Additionally, costs (broken down into separate materials, labor, and equipment costs), duration, early start date, early finish date, late start date, late finish date, and float shall be detailed for each activity. A running total of the percent completion based on completed activity costs versus total contract cost shall be indicated. A system for indicating scheduled versus actual activity dates and durations shall be provided.

Schedule shall be of sufficient detail to facilitate the Contractor's control of the job and to allow the Contracting Officer to readily follow progress for portions of the work.

The schedule shall be an accurate representation of the manner in which the Contractor is performing the work. If circumstances indicate that progress is one week or more behind the contract completion, the Contractor shall revise the schedule and his work plan, to eliminate or minimize delays to contract completion.

The Contractor shall provide a single point contact from his on-site organization as his Schedule Specialist. The Schedule Specialist shall have the responsibility of updating and coordinating the schedule with actual job conditions. The Schedule Specialist shall participate in weekly status meetings and present current information on the status of purchase orders, shop drawings, off-site fabrication, materials deliveries, subcontractor activities, anticipated needs for Government furnished equipment, and any problem which may impact the contract performance period.

Update the schedule in [three] copies at least monthly. Updates shall include the complete revision of the graphic and data displays incorporating changes in scheduled dates and performance periods. Redlined updates shall only be permitted for weekly status reviews.

3.5.3 Progress Payments

If requested by the Contractor, the Government may make progress payments, provided that: a cost-loaded schedule is received, approved, and updated by the Contractor; other submittals are received in a timely manner. The amount of any progress payment will be based on the agreed work status and the cost-loaded, updated schedule.

The maximum accumulated progress payments up to completion of shop fabrication of vane set shall be no more than 50% of contract price.

3.6 WORK PLAN

The Contractor shall submit a work plan for the lifting and installation of the vane set. Information shall include the weight, size, and lifting points of all equipment to be lifted, the type, capacity and operating description of all lifting equipment, a drawing showing the location and reaches of all lifting operations, calculations to verify the adequacy of all lifting operations. This work plan shall be signed and submitted by a Professional Engineer licensed in the State of California.

3.7 PROJECT CLOSEOUT

3.7.1 Closeout Submittals

Provide Operation & Maintenance Manuals, As-Built Drawings, Certificates and Guarantees.

3.7.2 Restoration and Final Cleaning

Restore planted areas disturbed by construction activities to their original conditions by seeding and mulching or sodding. Existing work cut, drilled, altered, or removed by the Contractor shall be reinstalled or repaired to match the surrounding work. Work remaining in place, damaged, or defaced during construction shall be restored to preconstruction conditions.

Clean interior and exterior exposed surfaces by removing stains, foreign substances, and temporary labels and restraints. Remove construction debris. Remove potential blockages, from channels, gutters and drainpipe. Clean plumbing fixtures to sanitary conditions.

3.7.3 Final Acceptance

When the Contracting Officer determines that the work is substantially complete, the Government will conduct a pre-final inspection; noting any discrepancies, uncompleted work, etc. on a "Punchlist"; which will be provided to the Contractor. If necessary, revisions to the punchlist may be made before the final inspection. When the Contractor has completed all items on the punchlist, the Contracting Officer will conduct the final inspection. If acceptable, a notice of acceptance will be issued to the Contractor, and release of any retention will be made.

Neither notice of acceptance nor final payment shall constitute waiver of any guarantee or warranty under the contract.

-- End of Section --

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SECTION 01100

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SECTION 01100

SAFETY PROVISIONS

PART 1 GENERAL

1.1 SCOPE

The provisions of this section apply to all work conducted at Moffett Field, under this contract, including all subcontract work.

1.2 REFERENCES

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- | | |
|-------------|---|
| ANSI A10.7 | 1998 Construction and Demolition, Commercial Explosives and Blasting Agents, Safety Requirements for Transportation, Storage, Handling, and Use |
| ANSI Z359.1 | (1992) Safety Requirements for Personal Fall Arrest Systems |
| ANSI A90.1 | Safety Standard for Manlifts |
| ANSI B30.5 | Safety Code for Crawler, Locomotive, and Truck Cranes |

CODE OF FEDERAL REGULATIONS (CFR)

- | | |
|-------------|--|
| 29 CFR 1926 | Safety and Health Regulations for Construction |
|-------------|--|

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

- | | |
|---------|---|
| NFPA 30 | 2000 Flammable and Combustible Liquids Code |
| NFPA 70 | (1999) National Electrical Code |

1.3 SUBMITTALS

The Contractor is required to submit the following, in accordance with Section 01330 "Submittals Procedures":

SD-01, Preconstruction Submittals

Safety Clearance Permit Requests, submit at least 24 hours in advance of covered work.

Toolbox Safety Meeting Reports, submit weekly minutes of meetings, copy of attendee sign-in sheet, and list of topics discussed.

Accident Reports and Records, as required.

Crane Inspection Reports, submit daily when operated.

Confined Space Entry Permit, submit completed form daily, including evaluations following space exit.

Crane Compliance Certification, submit for each crane 24 hours prior to bring crane to Ames.

Crane Lift Plans, submit at least 24 hours prior to lifting loads exceeding 75% of rated load capacity.

Confined Space Training Certificates, submit copies of training verification for entrants and attendants at least 48 hours prior to initial entry.

The Safety Plan requires Contracting Officer approval before field work may commence.

1.4 DEFINITIONS

Competent Person - one who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees and who has authorization to take prompt corrective measures to eliminate them.

Safety Plan - one distinct part of the work plan. It includes hazard control details required by this section. An IIPP complying with 8 CCR 3202 is an acceptable equivalent, however, the requirements in this section for the job-specific safety plan shall be provided additionally, prior to the start of work.

Job-Specific Safety Plan - describes anticipated potential hazards and planned controls for this particular project. It comprises the bulk of the Safety Plan and its specific contents are described in this section.

1.5 GENERAL RESPONSIBILITIES

1.5.1 General

The Contractor is required to conform to applicable local, state, and federal laws, regulations, including, ordinances, codes and orders in effect on the date of this contract.

The Contractor is responsible for taking adequate safety and health measures to insure a safe, healthy environment for her employees, those of subcontractors, and for other workers in the area, as well as for bystanders and visitors.

New employees shall be informed of specific site hazards before they begin work. Indoctrination shall be documented in the daily log.

The Contractor shall maintain a file of certificates for all training required by 29 CFR 1925 and 1910 as applicable for each person engaged in hazardous work. The file shall be accessible and, upon request, made available to the Contracting Officer or appointed representative for review and verification for quality control purposes.

The Contractor shall avail the Contracting Officer or appointed representative access to the Contractor's activities to determine adequacy of hazard prevention measures.

The Contractor is responsible for safety requirements compliance by all subcontractors at every tier. All subcontractors, pursuant to this contract, shall include safety requirements of this section.

The Contractor shall notify the COTR and Ames Safety Office immediately upon discovery that OSHA or other regulatory agency is conducting an inspection of the job site.

1.5.2 Visitor Control

The Contractor shall comply with procedures prescribed by the Contracting Officer for control and safety of visitors to the site.

1.5.3 Communication

The Contractor shall familiarize their employees and subcontractors with all safety requirements, shall enforce them; and shall advise the Contracting Officer of any special safety restrictions that she has established so that Government personnel can be made aware of them.

1.6 FIRST AID FACILITIES

Contractor shall post emergency phone numbers at the jobsite.

Report all emergencies and spills or releases of hazardous materials by dialing 911 on Government phones, or (650)604-5555 on other phones. Ambulance, fire, and police services are available through this number, 24 hours a day. The AMES HEALTH UNIT is located on the West end of building N215, on Durand Road, across the street from the North side of the cafeteria. It is open Monday thru Friday, between 7:30 a.m. and 4:30 p.m., for emergency care.

1.7 NON-COMPLIANCE

The Contracting Officer may, at any time, notify the Contractor of any non-compliance with the provisions of this section, and may specify corrective actions to be taken. The Contractor shall, upon receipt of such notice, immediately take corrective action. If the Contractor fails or refuses to take prompt corrective action, the Contracting Officer may invoke the "Suspension of Work" provision of the contract, may contact the Contractor's insurance carrier, and/or may invoke whatever other rights are available to the Government under the terms and conditions of this contract to remedy such failure or refusal.

1.8 SAFETY PLAN

The Contractor shall submit a Safety Plan to the Contracting Officer. The Safety Plan must be approved before any field work may proceed. This Safety Plan shall consist of the Contractor's standard "Injury and Illness Prevention Program", modified and/or supplemented as necessary for specific project requirements. The Safety Plan shall include, as a minimum, the following:

Code of safe practices, complying with 8 CCR 1509. This must be posted at the job site.

Identify detailed contractual and supervisory means for controlling and coordinating safety responsibilities and activities of subcontractors and

suppliers in accordance with this section.

Job-specific Safety Plan. Address each of the following:

Designated responsibilities of the Contractor's key personnel. Include names, safety qualifications and assignment details for controlling hazards on job site. Indicate name and professional certifications of the point of contact person responsible for safety on the site. This person must have adequate control of resources to abate hazards or stop work. Other key functions requiring responsible persons include reports and logs, exposure data monitoring, accident investigator and reporting. List training certifications required by 29 CFR 1926 and 1910 as applicable for designated key site personnel.

Demolition plan.

Excavation plan.

Hazardous energy control plan.

Material and personnel lifting plan.

Fall protection plan.

Confined space plan. Identify the qualified person(s), training and experience. Delineate authority to direct work stoppage. Include procedure for rescue.

Asbestos and lead control plan. Incorporate by reference other specialized job specific safety plans required by this contract such as asbestos removal if applicable.

Other potentially hazardous tasks related to scaffolding, machinery, operational equipment, or electrical hazards.

Hazardous materials use. Provision for secondary containment of any hazardous material that will be brought on-site. Inventory or materials to be introduced to the site. Plan for personnel protection during transport, storage and use including MSDS, labeling, and hazard communications plan.

Alcohol and drug control plan.

Unusual conditions. Power outage and weather contingencies.

Safety meetings, inspections, and reports to be conducted or made.

Location/telephone numbers of emergency services and location of their posting on the job site.

Accident reporting procedures.

Procedures for securing an accident site until investigation by the Government is complete.

Procedures for securing work areas and protecting personnel in event of an accident or emergency.

A list of safety clearances that will be required, and a tabulation of anticipated hazards and measures to be used to control the respective risks to acceptable levels.

1.9 SAFETY CLEARANCE PERMITS

A specific, written permit is required before conducting operations involving any of the following dangerous operations. The Contractor shall insure that no such work is conducted prior to obtaining the permit, and that all provisions of the permit are met. Contact the Contracting Officer at least 2 working days in advance, to obtain the required permit.

The granting of a permit in no way relieves the Contractor of responsibility for any injury or damage which might result from her operation. The granting of these permits may be contingent upon restricted areas or hours of operation or special safety requirements; the Contractor shall comply with these requirements at no additional cost to the Government.

OPEN FLAME HEATING DEVICES or OPEN FIRES. Use of these devices requires a permit. Burning of trash, brush, or wood is prohibited.

EXCAVATION. Excavation [6"] or more beneath the surface requires a permit.

CONFINED SPACE ENTRY. Entry or work in confined spaces, including but not limited to manholes and vaults, requires a permit.

FACILITY CLOSURE OR OBSTRUCTION. Obstruction of streets, walks, and parking areas, and other facilities occupied and used by the government requires a permit.

ELECTRICAL WORK. Work on electrical circuits or equipment of greater than 480 volts requires a permit, and compliance with Section 01120.

WELDING, FLAME CUTTING, AND MELTING. These operations require a permit.

RADIATION. Required before any radioactive materials, radiation producing machines, or particle accelerators are brought onto Ames Research Center.

EXPLOSIVES. Required before explosives are transported to the site or used on-site.

1.10 HOLD OFF AND SPECIAL CONDITIONS TAGS

HOLD OFF and SPECIAL CONDITIONS tags are in general use on the site. They are used whenever equipment lockout or use only under specific, limited conditions is required to insure a safe working environment. The Contractor is required to ALWAYS HONOR THESE TAGS. The lives of workers may depend on it. If the Contractor needs to have a tag removed or believes that one should be applied, he shall contact the Contracting Officer's Technical Representative (COTR).

A HOLD OFF tag constitutes an order not to operate a piece of equipment.

A SPECIAL CONDITIONS tag specifies the conditions or circumstances under which the equipment may be operated. It constitutes an order not to operate the equipment except under the conditions or circumstances

specified.

1.11 REPORTS AND RECORDS

1.11.1 Toolbox Meeting Reports

The Contractor's superintendent shall conduct weekly toolbox safety meetings with all employees and subcontractors and shall provide a copy of the minutes of these meetings to the Contracting Officer.

1.11.2 Accident Reports

The Contractor shall immediately make an oral report to the Contracting Officer of any accident which results in one of the following: fatality; disabling or lost-time injury; injury requiring medical treatment; property contamination; or property loss of \$10,000 or more. A written report shall be submitted to the Contracting Officer within 5 days of each incident. The report shall include investigative findings (but is not required to include an expression of opinion as to the negligence or fault of any employee); and proposed or completed corrective actions.

1.12 SAFETY INSPECTION

The Contractor's operations are always subject to inspection by the Government's construction safety engineer and by its site superintendent. The Contractor shall comply with reasonable requests of these individuals, as relates to safety. If the Contractor believes any request of these individuals to be outside the scope of the contract, he shall immediately notify the Contracting Officer of this fact. The Contracting Officer will make a determination on the issue, and give appropriate direction to the Contractor.

1.13 FALL PROTECTION ANCHORAGE

Personal fall arrest anchorages shall be installed in accordance with ANSI Z359.1 requirements. Permanent anchorages installed under this contract shall remain in place for continued Government use. Provide standard primer sealer and finish paint if not galvanized, for corrosion protection purposes.

1.14 PERMANENT SIGNAGE

Provide permanent warning and identification signs in accordance with 29 CFR 1910 and NFPA 70 requirements for potential hazards installed under this contract. These shall include, but not be limited to, circuit breaker identification, high voltage electrical warning, pipe labeling and confined space warnings. On new permit required confined spaces, labeling signs shall be integral to or securely attached weather resistant signs on access covers. Coordinate with Contracting Officer for approval of signs differing from similar existing signs installed throughout Ames.

1.15 CHEMICALS AND HAZARDOUS MATERIALS

Chemicals and hazardous materials as defined in 29 CFR 1910.1200 that are integral to new work and remain part and parcel to completed work installed, shall be identified by the Contractor. Products containing carcinogens as defined in 29 CFR 1910 Subpart Z or by the State of California shall be approved by the Contracting Officer. Sheet rock and gypsum wallboard products shall be asbestos free.

1.16 GENERAL SAFETY RULES

The Contractor is required to adhere to the following safety rules, in addition to all other applicable requirements.

Ladders shall be tied off and/or braced, to prevent movement. Workers shall not stand on any of the top three rungs of a ladder.

The Contractor shall insure that all employees wear an approved hard hat at all times in designated hard hat areas.

Tools, equipment, etc. shall be raised or lowered by means of a bucket and/or rope. Employees shall not throw or drop items from one level to another.

The Contractor shall, at all times, provide a clean work area, and free and clear emergency egress ways. Debris shall be removed from the work areas, and the area swept daily.

All employees shall be provided with, and shall use safety clothing and equipment appropriate to the work they are performing, including, but not limited to: goggles or face shields, protective garments, ear protection, safety shoes, and safety belts. Train all employees in the proper use of these items. Insure that persons employed in cutting, chipping, burning, and similar operations use proper eye protection.

1.17 FIRE PREVENTION AND PROTECTION

The Contractor shall provide, maintain, and keep available on-site at least two fully charged fire extinguishers. During welding and torch cutting work, the extinguishers shall be in the immediate vicinity of the work.

Flammable liquids shall be stored and handled in accordance with the Flammable and Combustible Liquids Code, NFPA 30.

Open fires or salamanders shall not be permitted in construction areas.

Smoking shall not be permitted in dangerous areas, such as paint storage, fuel storage, confined space, and posted "No Smoking" areas. Smoking is also prohibited in all trailers and buildings located on Government property.

Obstruction-free routing shall be provided for persons carrying hot substances. Hot substances shall not be carried up or down ladders.

Gas bottles shall be stored upright, and shall be secured top and bottom to prevent accidental tipping.

1.18 EXCAVATION

Prior to excavation, the Contractor shall obtain from the Contracting Officer the locations of the underground utilities in the area and shall mark these locations on the ground surface. The elevations and exact locations of all utilities are not known; therefore, the Contractor shall exercise caution in all excavation work to avoid damaging existing utilities.

Conduct all excavation under the direct, on-site supervision of a qualified person with experience in earthwork and knowledgeable of the requirements of Article 6 of the California Construction Safety Orders. This person shall be named on the Excavation Permit Request. The competent person shall inspect the excavation daily and after every rainstorm or other hazard-increasing occurrence, before any person is allowed to enter the excavation. If inspection reveals a potential hazard, it shall be mitigated before any person is allowed to enter the excavation. Keep a log of these inspections and submit a copy to the COTR with each weekly tool-box meeting minutes.

If an existing utility line is broken, the Contractor shall immediately notify the Contracting Officer. The Contractor shall berm the area to prevent run off to storm drain and immediately block off adjacent storm drain catch basins.

If, during the soil work/excavation, the soil appears discolored, has an odor, or if debris is observed, the Contractor shall notify the Contracting Officer immediately. The soil will be tested by the government. The Contractor shall place contaminated spoils on plastic sheeting and cover with a plastic tarpaulin.

Excavations and trenches deeper than shall be shored to the requirements of OSHA 29 CFR 1926 in areas where personnel are working.

Excavations and trenches deeper than shall have shoring designed (and design stamped) by a California registered Civil Engineer and approved by the Contracting Officer.

When work is being done in trenches deeper than , ladders or other safe means of egress shall be located in the trench, so as to require no more than of lateral travel for employees; and at least one Contractor employee shall stand by above ground, ready to give assistance in an emergency.

Open trenches and excavations shall be barricaded to the satisfaction of the Contracting Officer. Warning lights (at night) and signs, safety cones, and flags shall be provided and maintained by the Contractor to direct vehicular and pedestrian traffic around such openings.

1.19 CONFINED SPACE WORK

If entry into a confined space(s) is required, implement a confined space entry program compliant with applicable regulations (the federal OSHA confined spaces standard applies in areas of federal jurisdiction, which is most of the Center, the CAL-OSHA confined spaces standard applies for spaces north of Hunsaker Road and west of Lindbergh Road).

Comply with the requirements of 29 CFR 1910.146 and NHS/IHS 1845.2.

Confined spaces are those which have extremely limited provisions for entry and exit, have poor natural ventilation, or may contain hazardous atmosphere. No work shall be conducted in a confined space without required training and a Confined Space Entry permit, issued by the Contractor, in addition to the Government permit specified above.

All pipelines which may contain flammable or hazardous substances, and which enter a confined space, shall be blinded, blocked, or disconnected before entry.

If tests determine that hazardous conditions exist, remove all hazardous substances, and/or provide adequate ventilation prior to entry.

The Contractor shall provide a qualified person, forced air ventilation, and adequate testing devices to monitor air quality during the entire work period, at no additional cost to the Government. If tests determine that hazardous conditions exist, all hazardous substances shall be removed by the Contractor to the satisfaction of the Contracting Officer, prior to entry.

When oxygen consuming or hazardous substance producing procedures are to be employed in the confined space, or when the Contracting Officer determines that a hazardous atmosphere may develop during work, the Contractor shall provide a qualified person and adequate testing devices, to monitor air quality during the entire work period, at no additional cost to the Government.

At least one Contractor employee shall stand by outside of the confined space, ready to give assistance in an emergency.

The Contractor shall provide appropriate protective clothing and/or equipment to her employees and it shall be used.

When open, manholes or vaults shall be barricaded by the Contractor, and warning lights (at night) and signs shall be provided by him.

Whenever it is necessary to work in an area equipped with an automatic CO2 discharge system, the CO2 isolation valve shall be locked closed and tagged before entering the area. An audible alarm shall precede the activation of the CO2 discharge system. When the alarm sounds, all personnel shall leave the area immediately. The area shall not be re-entered without proper breathing apparatus unless gas detection tests have been made and the area declared safe.

Other specific requirements for confined space work include: Manhole cover hooks, cover lifters, or recessed handles shall be used for removing or replacing manhole covers. Manholes shall be entered or exited by means of a ladder whenever possible. Manhole covers and gratings shall be properly seated when replaced. Employees shall use only NEC approved lighting units for illumination when working in confined spaces. No matches or smoking are allowed in confined spaces. Air-driven tools used around energized cables shall be grounded.

1.20 FACILITY CLOSURE OR OBSTRUCTION

The Contractor shall take steps to insure that any closure or obstruction of streets, walks or other facilities is adequately barricaded, that warning signs and lights (at night) are provided, and that the closure or obstruction is of the minimum practical duration.

1.21 ELECTRICAL SAFETY

[When working on equipment or circuits designed to carry more than 480 volts, the provisions of Section 01120, "Electrical Systems Safety," apply in addition to those of this section.]

Before working on any electrical equipment or circuit, it shall be properly grounded, and unless prior written approval has been given

otherwise, it shall be disconnected from the power source, and tagged/locked out.

Portable electric tools shall be protected with standard 3-prong grounding plugs or be double-insulated, and shall be unplugged when not in use.

Ground fault interrupters shall be used on all temporary electrical lines and cables, including extension cords; temporary wiring and cables shall be routed to prevent tripping hazards.

When permanently removing equipment or circuits, the wiring, conduit, and boxes shall be removed back to the source, unless otherwise specified. The main panel shall also be annotated to the effect that the circuit is no longer in use.

1.22 WELDING, FLAME CUTTING, AND MELTING

During flame cutting and welding, the Contractor shall take care and provide protection to prevent splatter from damaging facilities or causing fire. When these operations are performed above or below ground level, at least one Contractor employee shall stand by at the ground, with firefighting equipment, ready to give assistance in an emergency.

The Contractor shall discontinue burning, welding, or cutting operations 1 hour prior to the end of the normal work day. A workman shall remain at the site for 1 hour after discontinuing these operations to make thorough inspection of the area for possible sources of latent combustion. He shall be equipped with two full 15-pound carbon dioxide fire extinguishers.

The Contractor shall provide shields, fire blankets, and other protection devices to protect persons and property adjacent to the area of work.

1.23 RADIATION

No use of radioactive materials, radiation producing machines, or particle accelerator equipment shall be allowed on-site, UNLESS a Radiation Safety Clearance Permit has been obtained from the Contracting Officer, and all provisions of the permit and this section have been met.

Workers shall be protected from radiation exposure in accordance with 10 CFR 20, Standards for Protection Against Radiation.

Ames Research Center is a federal site, under the jurisdiction of the Nuclear Regulatory Commission (NRC). All non-NRC licensed radiographers must obtain a reciprocity agreement with the NRC prior to bringing sources on site. A copy of the radiography contractor's license to conduct radiography and its company safety manual shall be kept on file with the NASA Radiation Safety Officer.

The Contractor shall conduct radiation operations only under the surveillance of the Contracting Officer. The Contractor shall conspicuously post the area, and erect barriers, as required by Title 10 CFR PART 34. During hours of darkness the signs shall be conspicuously illuminated with an amber or white light. The Contractor shall maintain direct surveillance of the area to protect against unauthorized entry and shall maintain a properly calibrated survey meter on site and conduct periodic monitoring.

The Contractor shall immediately report to the Contracting Officer any radiological health hazard, emergency, or loss of radioactive material at the center or site.

Upon completion of radiological operations, the Contractor shall notify the Contracting Officer and shall remove warning signs and ropes.

Radiographs shall be performed in a manner consistent with Title 10 CFR PART 34 and approved by the Contracting Officer, and in the presence of an approved radiographer. Radiography shall be performed after 5:00 p.m. on weekdays or on weekend days.

Conduct any photoprocessing of radiographic film per the requirements of the City of Mountain View or the City of Sunnyvale. The Radiation Safety Permit Request shall contain an annotation of the volume of waste water anticipated to be discharged and the location of proposed discharge. If the permit request is not so annotated, the Contractor shall NOT perform on-site photoprocessing.

1.24 EXPLOSIVES

Explosives shall not be stored on site. Explosives may not be transported to, nor used on site UNLESS an Explosives Safety Clearance Permit has been obtained from the Contracting Officer and all provisions of the permit have been met. Blasting shall be performed by skilled personnel in accordance with state laws and regulations. All blasting procedures must be reviewed and approved by the Contracting Officer. Minimum safety requirements for blasting are ANSI A10.7.

1.25 ASBESTOS

1.25.1 New Materials

Unless otherwise specified, no asbestos-containing materials are to be used by the Contractor.

1.25.2 Encountering Asbestos

Except as specified, no asbestos-containing material is expected to be encountered on the site. If the Contractor encounters asbestos material that is not specified, immediately inform the Contracting Officer. Unless otherwise instructed, the Contractor shall not break, burn, or tear materials suspected of containing asbestos. If the Contracting Officer determines it necessary, she shall arrange for removal, disposal, and/or isolation of the material.

1.26 LEAD

All existing painted structural and miscellaneous steel and steel pipe shall be assumed to be coated with lead-based material, unless otherwise specified. All requirements for lead-containing materials and lead-producing operations contained in the referenced regulations shall be met by the Contractor.

If the Contractor is to remove lead containing paint, this work shall be done in accordance with Section 02090, "Lead Paint Abatement/Demolition".

1.27 LIFTING

Crane Compliance Certification. Provide for each crane entering Ames under this contract. Provide statement on company letterhead indicating that the crane and rigging gear meet 29 CFR 1926.555, 952(c), and 406(a) requirements as applicable. Include operator training and qualification data.

Personnel Lifts. Occupied scissor lifts shall be lowered prior to horizontal relocation. Hard hats shall be worn while in lifts. Personal fall restraint devices shall be utilized. Personnel lifting shall comply with ANSI A90.1 and A92.2.

Materials Lifting. Comply with rigging requirements of ANSI B30.5 and AHB 1700.1, Sections 17.4.5 to 17.8. Tandem lifting is prohibited. Each load shall be rigged and attached independently to the hook or master-link in such a fashion that the load cannot slide or otherwise become detached. Lifting of multiple rigged materials on a single hook or master-link, also known as Christmas-tree lifting or tandem lifting is prohibited.

1.28 DEMOLITION

Avoid production of dust during concrete demolition. Wet concrete before demolition. If dust is visible from concrete demolition, provide additional wetting of concrete.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

Requirements of this Section apply to each section of the specifications.

1.2 SUBMITTALS

A standard transmittal form provided by the Government shall be used to transmit each submittal.

Variations from contract requirements shall be specifically pointed out on the transmittal forms. Failure to point out deviations may result in the Government requiring rejection and removal of such work at no additional cost to the Government.

Submittal Description (SD): Drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials to be furnished by the Contractor explaining in detail specific portions of the work required by the contract.

The following items, SD-01 through SD-11, are descriptions of data to be submitted for the project. The requirements to actually furnish the applicable items will be called out in each specification.

SD-01 Preconstruction Submittals

Submittals which are required prior to a notice to proceed on a new contract. Submittals required prior to the start of the next major phase of the construction on a multi-phase contract. Schedules or tabular list of data including location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work, submitted prior to contract notice to proceed or next major phase of construction.

SD-02 Shop Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, detail of fabrications, layout of particular elements, connections, and other relational aspects of the work.

SD-03 Product Data

Data composed of catalog cuts, brochures, specifications and product data, and printed information in sufficient detail and scope to verify compliance with requirements of the contract documents.

SD-04 Samples

Samples, including both fabricated and unfabricated physical examples.

of materials or products as complete units or as portions of units of work.

SD-05 Design Data

Design calculations, mix design analyses, or other data pertaining to a part of the work.

SD-07 Certificates

A document required to further the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verification of quality.

Statements signed by responsible officials of a manufacturer of a product, system, or material attesting that the product, system or material meet specified requirements. Statements must be dated after the award of this contract, name the project, and list the specific requirements which it is intended to address.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system, or material, including special notices and material safety data sheets.

1.3 PREPARATION

1.3.1 Marking

Permanently mark each submittal to identify it by contract number; transmittal date; Contractor's, Subcontractor's, and supplier's name, address(es) and telephone number(s); submittal name; specification or drawing reference; and similar information to distinguish it from other submittals. Submittal identification shall include space to receive the review action by the Contracting Officer.

1.3.2 Drawing Format

Drawing submittals shall be prepared on reproducible sheets, not less than 8-1/2 by 11 inches nor larger than 30 by 42 inches in size, except for full size patterns or templates. Drawings shall be prepared to accurate size, with scale indicated, unless other form is required. Drawing reproducibles shall be suitable for microfilming and reproduction and shall be of a quality to produce clear, distinct lines and letters. Drawings shall have dark lines on a white background.

Copies of each drawing shall have the following information clearly marked thereon:

- a. Job name, which shall be the general title of the contract drawings.
- b. Date of the drawings and revisions.
- c. Name of Contractor.
- d. Name of Subcontractor.

- e. Name of the item, material, or equipment detailed thereon.
- f. Submittal Number (e.g., first submittal, etc.) in a uniform location adjacent to the title block.
- g. Specification section to which the submittal applies.
- h. Government contract number shall appear in the margin, immediately below the title block.

Drawings shall be numbered in logical sequence. Contractor may use his own number system.

A blank space, no smaller than shall be reserved on the right hand side of each sheet for the Government disposition stamp.

1.3.3 Data Format

Required data submittals for each specific material, product, unit of work, or system shall be collected into a single submittal and marked for choices, options, and portions applicable to the submittal. Marking of each copy of product data submitted shall be identical.

1.3.4 Samples

Samples shall be physically identical with the proposed material or product to be incorporated in the work, fully fabricated and finished in the specified manner, and full scale. Where variations in color, finish, pattern, or texture are inherent in the material or product represented by the sample, multiple units of the sample, showing the near-limits of the variations and the "average" of the whole range (not less than 3 units), shall be submitted. Each unit shall be marked to describe its relation to the range of the variation. Where samples are specified for selection of color, finish, pattern, or texture, the full set of available choices shall be submitted for the material or product specified. Sizes and quantities of samples shall represent their respective standard unit.

1.4 SUBMISSION REQUIREMENTS

1.4.1 Schedules

Within 21 days of notice to proceed, provide for approval by the Contracting Officer, the following schedule of submittals:

- a. A schedule of shop drawings and technical submittals required by the specifications and drawings. Indicate the specification or drawing reference requiring the submittal; the "SD" number and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.
- b. The submittal schedule shall be updated and re-submitted monthly. Updates shall include the actual submission and approval dates. When all items on a schedule have been fully approved, no further re-submittal of the schedule is required.

1.4.2 Drawings Submittals

Submit five (5) blackline or blue-line opaque prints of each drawing. Two (2) prints, marked with review notations by the Contracting Officer, will

be returned to the Contractor. The work shown on drawings shall not begin until the Contracting Officer has approved the drawings.

1.4.3 Data Submittals

Submit five (5) complete sets of indexed and bound product data. Two (2) sets, marked with review notations by the Contracting Officer, will be returned to the Contractor.

1.4.4 Samples

Unless otherwise noted, submit two (2) sets of identified samples. Shipping charges shall be paid by the Contractor. A copy of the transmittal form, marked with review notations including selections by the Contracting Officer, will be returned to the Contractor.

Samples that are intended or permitted to be returned and incorporated in the work are so indicated in the individual technical sections. These samples will be returned to the Contractor, at his expense, to be clearly labeled, with installation location recorded. Samples shall be in undamaged condition at the time of installation.

Where mockups and similar large samples are required by individual technical sections, a transmittal form shall be processed for each item, to provide a record of the activity.

1.5 GOVERNMENT'S REVIEW

1.5.1 Review Notations

Contracting Officer will review submittals and provide pertinent notation within 14 calendar days after date of submission. Submittals will be returned to the Contractor with the following notations:

- a. Submittals marked "approved" authorize the Contractor to proceed with the work covered.
- b. Submittals marked "approved as corrected" authorize the Contractor to proceed with the work covered provided he takes no exception to the corrections. Notes shall be incorporated prior to submission of the final submittal.
- c. Submittals marked "resubmit" require the Contractor to make the necessary corrections and revisions and to re-submit them for approval prior to proceeding with any of the work depicted by the submittal.
- d. Submittals marked "not approved" or "disapproved" indicate noncompliance with the contract requirements and shall be re-submitted with appropriate changes. No item of work requiring a submittal shall be accomplished until the submittals are approved or approved as noted.
- e. Contractor shall make corrections required by the Contracting Officer. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications, notice shall be given to the Contracting Officer as required under the clause entitled, "Changes". Approval of the submittals by the Contracting Officer

shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. The Contractor shall be responsible for the dimensions and design of details and construction of work. Failure to point out deviations may result in the Government requiring rejection and removal of such work at the Contractor's expense.

- f. If changes are necessary to approved submittals, the Contractor shall make such revisions and resubmit the submittals in accordance with the procedures above. No item of work requiring a submittal change shall be accomplished until the changed submittals are approved.

1.5.2 Sample Approval

Materials or equipment requiring sample approval shall not be delivered to the site or used in the work until approved in writing by the Contracting Officer.

Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any contract requirements. Before submitting samples, the Contractor shall assure that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been approved.

Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. Government reserves the right to disapprove any material or equipment which previously has proved unsatisfactory in service.

Samples of various materials or equipment delivered on the site may be taken by the Contracting Officer for testing. Samples failing to meet contract requirements will automatically void previous approvals. Contractor shall replace such materials or equipment to meet contract requirements.

Approval of the Contractor's samples by the Contracting Officer shall not relieve the Contractor of his responsibilities under the contract.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

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SECTION 01450

QUALITY CONTROL

PART 1 GENERAL

1.1 SUMMARY

The requirements of this Section apply to all work done under this contract. All work shall be accomplished in accordance with professionally recognized standards for building construction.

1.2 SUBMITTALS

Submit the following in accordance with Section 01330, "Submittal Procedures":

SD-01, Preconstruction Submittals

Quality Control Plan Submitted within 30 days of the Notice to Proceed, and before any off-site or on-site fabrication or installation is begun. This plan shall detail means for complying with the provisions of Part 3, below.

SD-06, Test Reports

SD-07, Certificates

Certificates of Compliance

PART 2 PRODUCTS

2.1 GENERAL

Per clause 52.236-5, materials and equipment to be provided under this contract shall be new, first-class, standard catalogue products of manufacturers regularly engaged in the manufacture of these products. Where two or more units of the same equipment class are furnished, the equipment shall be from the same manufacturer and shall be interchangeable.

2.2 TRANSPORTATION, HANDLING AND STORAGE

The manufacturer shall package material requiring protection in sturdy containers. Protection shall include vapor sealants for products sensitive to moisture or exposure. Material handling equipment shall be selected with the express purpose of minimal damage to existing work and new material.

The Contractor shall store supplies, material, and equipment so as to properly protect and preserve these items. If the Contracting Officer determines that property is not adequately protected by the Contractor, such property may be protected by the Government and the cost thereof may be charged to the Contractor.

PART 3 EXECUTION

3.1 GENERAL

Quality Control, including inspections and tests required by these specifications during off-site fabrication shall be entirely the Contractor's responsibility. The Contractor shall submit the records of such tests and inspections to the Contracting Officer, at least 24 hours in advance of incorporation of the materials and/or equipment in the project.

The Contractor shall be responsible for all field inspection and tests required by these specifications, unless noted otherwise.

Government inspection shall in no way replace Contractor inspection or otherwise relieve the Contractor of his responsibility to furnish an acceptable end item. Government inspection shall not be used by the Contractor as evidence of effective inspection by himself or subcontractors.

3.2 CONTRACTOR QUALITY CONTROL PLAN

The Contractor shall maintain an approved quality control system. [This shall include purchase control and receiving inspections, control of non-conforming work, inspection/test plans and procedures, calibration control, and training and qualification programs.][This shall include the following:

3.2.1 Quality Control Manager

A qualified individual whose [sole] responsibility is the day-to-day direction of the quality control system. This individual shall report directly to management, and shall have the necessary authority to control the quality of the Contractor's work.

The Contractor shall submit the qualifications for the proposed Quality Control Manager to the Contracting Officer for approval.

3.2.2 Purchase Control and Receiving Inspection

A system documenting procurement to drawings, specifications and approved submittals; certified testing by suppliers; and inspection by the Contractor to procurement records and contract requirements. A receiving inspection record shall accompany each delivery to the construction site.

3.2.3 Non-Conformance Control

A system documenting the handling, recording, identification, disposition, and reporting of non-conforming components and materials. A non-conformance report shall be submitted to the Government for each item found to be not in conformance with requirements--irrespective of the disposition of the non-conforming article.

3.2.4 Inspection and Test Plan

A plan, identifying tests required for each specific material, component, or item of work, and the records and reports to be made.

3.2.5 Inspection and Test Procedures

Procedures for each inspection/test, giving methods, records, reports, and identifying the organization conducting each.

3.2.6 Training and Certification

Procedures, records, and control for all inspectors and workers for which certification, licensing, or other formal qualification is required.

3.2.7 Calibration Program

A system for identifying calibration requirements, including methods for scheduling, conducting, and documenting required calibrations.

3.2.8 Qualification of Procedures

A means for identifying, conducting, testing, and recording the qualification of test and work procedures (including welding).

3.2.9 Drawing and Change Control

A means for insuring that all affected persons and organizations receive changes in a timely manner, and that only the latest version of drawings and specifications is used.]

3.3 INSPECTIONS/TESTS

Inspections and tests conducted by the Contractor will be witnessed by the Government. At least [24] hours notice shall be given the Government, and at least [2] hours shall be allowed for Government inspection, prior to any test, on site.

The Government will inspect at the source, supplies or services not manufactured or performed within the Government's facility, including those at Subcontractor or Vendor facilities. The Contractor shall notify the Contracting Officer at least 48 hours in advance of commencement of contract work at off-site facilities; and 48 hours in advance of each in-house inspection or test, so that the Government may witness it.

3.4 HOLD POINT OF INSPECTIONS/TESTS

The Contractor shall schedule required inspections/tests with the Contracting Officer at least 48 hours in advance, and shall provide opportunity, access, and samples required. Failure to notify the Contracting Officer shall require the work to be uncovered at no additional cost to the Government. Other required inspections and tests are listed in the various technical sections of this specification.

The Government may assess a reinspection fee for each reinspection if the work is not complete and ready for inspection at the time for which the inspection is called, or if corrections called for on previous inspections have not been made at the time for which the reinspection is called. This is applicable to all inspections and tests to be conducted by or witnessed by the Government. The reinspection fee shall be \$75.00 per hour (1/2 hour minimum).

3.4.1 Inspections

The following are required hold points for inspections to be made by the Government. At least [2] hours shall be allowed for Government inspection at each of these hold points.

FORMWORK/REBAR. Performed after formwork/rebar are in place & ready, but before concrete is mixed.

CONCRETE SLAB OR UNDERFLOOR. Performed after conduits, piping, utilities & equipment is in place, but before concrete is mixed or subfloor is installed.

FRAME. Performed after framing, insulation, rough electrical, rough plumbing, vents and ductwork are in place, but before final sheathing.

LATH/GYPSUM BOARD/SHEATHING. Performed after lath, sheathing, and gypsum board (interior or exterior) are in place, but before taping, plastering or roofing.

UNDERGROUND UTILITIES. Performed after piping/conduit is in place & bedded, but before it is covered.

BOLTING/WELDING. Performed after bolts are tightened & welds are made, but before touch-up painting or covering of these.

SURFACE PREPARATION. Performed after preparation for painting has been made, but before setup for painting.

3.4.2 Tests

The following items are required hold points for tests to be made by the Contractor and witnessed by the Government. At least [2] hours notice shall be given the Government before each of these tests.

HYDROTESTING OF PIPING. Required of all piping, before covering or connection to existing systems.

STERILIZATION OF PIPING. Required of all water and fire sprinkler piping, after hydrotesting, but before connection to existing systems.

GROUNDING/MEGGERING. Required of all electrical power circuits designed for 480 volts or more, before connection to power source.

HOLIDAY TESTING. Required of all pipe wrap, before backfilling.

3.5 REPORTING

Any discrepancies noted by the Government will be forwarded to the Contractor on an "Inspection Report". The Contractor shall return these forms after noting the corrective action to be taken.

Reports on tests conducted by the Contractor shall be submitted to the Government within one working day of the test's completion, regardless of whether or not the article passed the test.

3.6 CORRECTIVE ACTION

The Contractor shall promptly correct work that does not conform to the

requirements of the contract.

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SECTION 01500

ENVIRONMENTAL COMPLIANCE AND POLLUTION PREVENTION

PART 1 GENERAL

1.1 SUMMARY

The pollution prevention and environmental compliance provisions described in this section apply to all work conducted on Ames Research Center and Moffett Federal Airfield under this contract. The requirements in this section are in addition to those in the detailed sections.

1.2 REFERENCES

The Contractor is required to conform to the applicable local, state, and federal environmental regulations including references listed below. The Contractor shall use the latest issue of the referenced document in effect at the date of award of this contract, unless otherwise noted. The publications listed below form a part of this section. Items marked with an asterisk are available for review in the Ames Research Center Main Library, Building N202.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT (BAAQMD)

BAAQMD Regulation 8, Rule 3	VOC Content, Architectural Coating Limits
BAAQMD Regulation 8, Rule 48	VOC Content, Industrial Maintenance Coating Limits
BAAQMD Regulation 8, Rule 49	VOC Content, Aerosol Coatings
BAAQMD Regulation 8, Rule 51	Volatile Organic Compounds, Adhesives and Sealants

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910.120	Emergency Response Awareness Level/Operators Training
29 CFR 1910.1200	Hazard Communication Training
40 CFR 82	Protection of Stratospheric Ozone
40 CFR 112	Oil Pollution Prevention
40 CFR 1500	National Environmental Policy Act
40 CFR 66265.16	Generator Training
49 CFR	Transportation
50 CFR 402	Endangered Species Act Regulations

NASA POLICY AND PLANS

*

APG 8800.3

Ames Environmental Handbook

*

SWPP

Ames Storm Water Pollution Prevention
Plan (SWPP)

*

SANTA CLARA COUNTY

*

NS-517.31

Santa Clara County Hazardous Materials
Storage Permit Ordinance

*

1.3 SUBMITTALS

The following shall be submitted in accordance with Section 01300,
"Submittals."

SD-01 Preconstruction Submittals

Request for Incidental Sewer Discharge, at least 10 work days
prior to commencement of discharge.

Hazardous Materials Inventories Statement (HMIS) and Material
Safety Data Sheets (MSDS), at project commencement and as
necessary to reflect changes in materials stored.

MSDSs of proposed coating and/or adhesive materials for approval,
prior to bringing these materials on-site.

Hazardous Waste Disposal Subcontractors prior to project
commencement.

Hazardous Waste Profiles, and supporting analytical data prior to
disposal.

SD-07 Certificates

Training records, prior to project commencement and personnel
changes.

Records of wastewater discharges, including dates and quantities
of water discharged, weekly.

Spill Cleanup Records, as necessary.

Records of Solvent (paints and other organic coatings) usage,
monthly.

1.4 GENERAL RESPONSIBILITIES

The Contractor shall conduct all project activities in a manner that protects surface/ground water and air quality, conserves resources, and minimizes the use of toxic chemicals and hazardous materials.

1.5 DEFINITIONS

Hazardous Material: Any material that poses a significant present or potential hazard to human health and safety or to the environment if released into the work place or the environment. Common examples are: oil, fuel, caustic and acid cleaners, mineral spirits, petroleum distillate based solvents, oil based paints, aerosol spray paints, coolants and antifreeze, solvents/cleaners containing chlorinated compounds.

Solid Waste: Includes rubbish, debris, garbage, and other discarded solid materials resulting from industrial, commercial, construction, and agricultural operations, and from community activities.

Reclamation: Means that a material is processed to recover a usable product, or that it is regenerated. Examples are recovery of lead from spent batteries and regeneration of spent solvents.

Hazardous Waste: A "Hazardous Waste" includes extremely hazardous waste, acutely hazardous waste, RCRA hazardous waste, non-RCRA hazardous waste and special waste. Examples include waste paint, solvents, PCB fluorescent light ballasts, oil etc.

Non-Sewerable: Wastewater that contains at least one contaminant above the allowable discharge limit set by the Publicly Owned Treatment Works (POTWs) for discharges to the sanitary sewer.

PART 2 MATERIALS

2.1 AIR QUALITY

All construction operations and materials used on the project shall be in compliance with the BAAQMD Rules and Regulations for Air Quality.

2.2 Adhesives and Sealants

All adhesive and sealant products shall conform to Bay Area Air Quality Management District BAAQMD Regulation 8, Rule 51 for Volatile Organic Compound (VOC) content - Adhesives and Sealants.

2.3 Architectural Coatings

All architectural coatings and paints shall conform with BAAQMD Regulation 8, Rule 3 for VOC Content - Architectural Coating Limits, and BAAQMD Regulation 8, Rule 48 for Industrial Maintenance Coating for VOC content limits.

2.4 Spray Paints

All spray paints shall conform to BAAQMD Regulation 8, Rule 29 for Aerospace Operations and BAAQMD Regulation 8, Rule 49 - Aerosol Coatings, for VOC content limits.

2.5 Chlorofluorocarbons (CFCs) and Other Class I Ozone Depleting Substances

Class I Ozone Depleting Substances (ODS) as defined and identified herein shall not be used in the performance of this contract, nor be provided as part of the equipment. This prohibition shall prevail over any other provision, specification, drawing, or referenced documents.

Class I ODS is defined in Section 602(a) of the Clean Air Act and includes the following chemicals:

chlorofluorocarbon-11 (CFC-11)	chlorofluorocarbon-213 (CFC-213)
chlorofluorocarbon-12 (CFC-12)	chlorofluorocarbon-214 (CFC-214)
chlorofluorocarbon-13 (CFC-13)	chlorofluorocarbon-215 (CFC-215)
chlorofluorocarbon-111 (CFC-111)	chlorofluorocarbon-216 (CFC-216)
chlorofluorocarbon-112 (CFC-112)	chlorofluorocarbon-217 (CFC-217)
chlorofluorocarbon-113 (CFC-113)	halon-1211
chlorofluorocarbon-114 (CFC-114)	halon-1301
chlorofluorocarbon-115 (CFC-115)	halon-2402
chlorofluorocarbon-211 (CFC-211)	carbon tetrachloride
chlorofluorocarbon-212 (CFC-212)	methyl chloroform (TCA)

Service, maintain, renovate, and demolish ODS containing equipment in accordance with 40 CFR 82. Prevent a discharge of ODS to the atmosphere. ODS recovery equipment shall meet all applicable EPA requirements. Place recovered ODS in cylinders suitable for the type ODS (filled to no more than 80 percent capacity) and provide appropriate labeling. For new ODS added to existing equipment, provide the following data to Code QE, mail stop 218-1, within 48 hours of adding the new ODS: Type of ODS, quantity added, and date the work was performed.

The Contractor shall ensure that CFC refrigerants are recovered by a certified technician in accordance with the Final Rule of the Clean Air Act of 1990, Section 608 before the equipment is removed from Government property.

2.6 STORAGE AREAS

2.6.1 Hazardous Materials Storage

Hazardous materials storage shall be in accordance with Santa Clara County Hazardous Materials Storage Ordinance No. NS-517.31, and the General Storm Water Permit. All hazardous materials shall be handled in a manner which minimizes the potential for releases. All liquid hazardous materials shall be secondarily contained. Adequate spill response equipment shall be readily available.

Hazardous materials and hazardous wastes shall be labeled and handled properly. Secondary containment shall be of adequate size and compatible with materials stored. Storage areas shall be properly labeled and secured.

At the beginning of the project, an accurate inventory of hazardous materials and hazardous wastes that will be generated, including the estimated maximum quantity of each hazardous material to be brought on-site shall be provided to the Contracting Officer. Material Safety Data Sheets (MSDSs) for all hazardous materials on-site shall be maintained by the Contractor so they are immediately available to assist emergency response personnel in the event of a hazardous materials

incident.

2.6.2 Staging Area

In accordance with the Clean Water Act and Ames Storm Water Pollution Prevention Plan (SWPP), to the maximum extent practicable, the staging area must be located away from storm drain inlets, gutters, drainage ditches, and creeks.

2.6.3 Refuse Bins

Refuse bins shall not be overloaded. Liquid materials shall not be placed in dumpsters or bins. Leaking dumpsters shall be replaced. Dumpsters and bins shall not be cleaned on-site.

2.6.4 Granular Material Storage

In accordance with the Clean Water Act and Ames SWPP, granular material shall be stored at least 10 feet from drainage ditches, catch basins, and curbs.

2.6.5 Site Inspections

In accordance with Santa Clara County Hazardous Materials Storage Permit Ordinance No. NS-517.31 Ames Industrial Storm Water Discharge, the project site and all hazardous materials storage areas shall be inspected weekly by the Government to ensure compliance. The Contractor shall implement corrective actions to the satisfaction of the Contracting Officer.

2.7 CHEMICAL USAGE AND HANDLING

Hazardous materials shall be used only as described on the Material Safety Data Sheets and product labels. The Contractor shall wear the protective equipment recommended by the manufacturer. Containers of hazardous materials and hazardous wastes shall be kept closed except when in use. Containers of liquid hazardous materials shall be stored in secondary containment at the end of each work shift.

2.7.1 Reclamation of Equipment Containing Hazardous Material Residues

The Contractor shall disclose hazardous material content to the facility to which the equipment containing residues is shipped for reclamation (i.e. electrical wire wrapped with asbestos, electrical panels containing asbestos, etc.) The disclosure shall be documented on the Bill of Lading or by other written means.

2.7.2 Disposal of Non-Hazardous Waste Containing Hazardous Material Residue

The Contractor shall disclose hazardous material content to the facility to which the non-hazardous waste is shipped for disposal (i.e. steel coated with lead paint, etc.). The disclosure shall be documented on the Bill of Lading or by other written means. Supporting analytical data shall be included to document the material is not a hazardous waste.

2.7.3 Labeling

All containers, drums, vessels, tanks, and associated piping containing hazardous materials shall be labeled in accordance with California Code of

Regulations Title 8 Section 5194 and the most recent edition of the Uniform Fire Code.

Label containers with: description of contents, percentages of components, hazardous properties, name of contact person or waste generator, phone number, and date. If material is a waste, container must have a completed hazardous waste accumulation label.

PART 3 EXECUTION

3.1 WASTEWATER APPLICATION

In accordance with the Clean Water Act, City of Sunnyvale Water and Sewers Ordinance, and the City of Palo Alto Sewer Use Ordinance, a specific written Incidental Sewer Discharge Permit is required before discharging wastewaters to the sanitary sewer system from project activities such as saw cutting coolant water, excavation dewatering, cleaning operations, decontamination water, water removed from underground vaults, etc.

The Contractor shall complete and submit a "Request for Incidental Sewer Discharge" application to the Contracting Officer at least 10 work days prior to the planned discharge. The request shall include the estimated discharge volume, discharge rate, source of the wastewater and the duration of discharge. The Government will sample the wastewater and obtain the discharge approval.

3.1.1 Wastewater Discharge/Disposal

With the exception of groundwater from excavations, all wastewater from Contractor operations shall be containerized by the Contractor until the Contractor is notified the discharge has been approved.

The Contractor shall record and submit all information specified in the discharge permit issued to the project including the dates of discharge, quantity of water discharged, source of the wastewater, dates wastewater was sampled and analyzed (if required), and filtering method (if required).

[Non-sewerable waste water shall be disposed of by the Government in accordance with the paragraph entitled "Government Disposal" of this section.]

[With the exception of non-sewerable fluids drained from tanks, piping, and equipment, non-sewerable wastewater shall be treated, managed, and disposed of properly by the Contractor in accordance with the paragraph entitled "Contractor Disposal" of this section.]

3.1.2 Fluorescent Light Tubes and PCB Light Ballast

All fluorescent light tubes and PCB ballasts shall be removed by the Contractor, boxed and properly labeled.

Tubes and Ballasts shall be disposed of by the Government in accordance with the paragraph entitled "Government Disposal" of this section.

3.2 TRAINING REQUIREMENTS

All personnel shall be trained in the hazards and safe work practices for their tasks. Personnel using personal protective equipment (PPE) shall receive training on its proper use.

All personnel handling hazardous materials shall have received Hazard Communication Training per 29 CFR 1910.1200 and CCR Title 8 Section 5194 and Emergency Response Awareness Level training per 29 CFR 1910.120. Employee training documents shall be kept at the job site.

Personnel containing spills or conducting cleanup of small spills must have received First Responder Operators level training per 29 CFR 1910.120.

Personnel generating hazardous waste shall have received training on the proper management of hazardous waste per 40 CFR 66265.16 and CCR Title 22 Section 66265.16.

3.3 SITE OPERATIONS AND MAINTENANCE

Site Operations shall be conducted in accordance with the Clean Water Act and Ames Storm Water Pollution Prevention Plan.

3.3.1 Equipment Fueling and Maintenance

Equipment fluid changes and fueling shall be conducted over drip pans to prevent spilled materials from contacting the ground surface. All other maintenance and repairs of Contractor equipment is prohibited on-site.

3.3.2 Paint Clean Up

Painting operations shall be conducted in accordance with Ames Storm Water Pollution Prevention Plan and applicable BAAQMD requirements.

3.3.2.1 Water Based Paints

The Contractor shall paint out as much excess paint as possible from brushes, rollers, and equipment before starting clean up. Rinse brushes, rollers, and other tools over a sink which drains to the sanitary sewer using water only. Tools and equipment shall not be cleaned into streets, gutters, storm drains, or creeks. Dispose of dry brushes, rollers, rags, and drop cloths as solid waste.

Disposal of containers with any liquids as a solid waste is prohibited. These materials must be used elsewhere or handled as a hazardous waste and disposed of in accordance with the paragraph entitled "Contractor Disposal" of this section.

3.3.2.2 Oil Based Paints

The Contractor shall paint out as much excess paint as possible from brushes, rollers, and equipment before starting clean up. Cleaning wash water must be containerized and disposed of as a hazardous waste. Reuse thinners and solvents by pouring back into original container through a filter.

Dispose of waste thinners, solvents, paint sludge, and wash water from cleaning of equipment and tools as hazardous waste. Containers with residual product, etc. shall be managed as a hazardous waste and disposed of in accordance with the paragraph entitled "Contractor Disposal" of this section.

3.3.3 Concrete/Asphalt Cutting and Core Drilling

The Contractor shall not allow slurry run off from saw cutting or core drilling to enter the storm or sanitary sewer collection systems. Catch basins and drains shall be protected. The Contractor shall sweep/shovel up slurry cutting waste from work areas before leaving an area or at the end of each work day, whichever is sooner. If saw cut slurry enters a drain, the Contractor shall remove the slurry and notify the Contracting Officer immediately.

3.3.4 Concrete Truck / Wash Out

Washing out concrete trucks or equipment into streets, gutters, storm drains, or creeks is prohibited. Trucks may be washed out on the ground surface in a location approved by the Contracting Officer. Concrete debris from wash out shall be broken up and disposed of by the Contractor at the end of the project.

3.3.5 Sweeping

Roadways and on-site paved areas impacted by the project shall be cleaned to the satisfaction of the Contracting Officer and swept at the end of each phase or at project completion. Hosing down paved areas and streets is prohibited.

3.3.6 Reclaimed Water

The Contractor shall use reclaimed water for dust control and other on-site operations unless an exception is granted by the Contracting Officer. Reclaimed water is available at no cost from a hydrant located on Moffett Federal Airfield, approximately south of the intersection of Macon Road and Fifth Avenue.

3.3.7 Storm Drain Management

Catch basins near the project shall be protected to prevent debris, pollutants, sediments and releases from entering the storm drain system. Catch basins shall be inspected and cleaned out to the satisfaction of the Contracting Officer at the end of each phase or at project completion.

The Contractor shall control soil erosion and storm runoff from the Contractor's site to the satisfaction of the Contracting Officer.

3.3.8 Broken / Ruptured Pipes

If the Contractor breaks a utility pipe, or observes any broken or leaking pipes, they shall immediately notify the Contracting Officer. The Contractor shall berm the area to prevent run off from releases of non-potable water from entering the storm drain. The Contractor shall immediately notify the Ames Environmental Office by dialing 911 from any NASA phone or (650) 604-6659 from an outside phone if the pipe contained any liquid except potable water.

3.3.9 Draining Tanks, Piping, and Equipment

Tanks, piping, and equipment shall be drained as required. Devices to properly contain the product shall be provided by the Contractor. Storm drains in the vicinity shall be covered during drainage operations.

The Government will conduct the sampling of drained fluid in order to determine disposal options unless there is sufficient knowledge to determine disposal options.

The Government will obtain the necessary sanitary sewer discharge permit(s) if the discharge is sewerable. Non-sewerable water that is not a hazardous waste, shall be treated to a level to allow discharge to the sanitary sewer or managed and disposed of properly. Hazardous waste shall be disposed of properly -- not treated on-site.

[Disposal of drained fluid and all associated costs shall be by the Contractor in accordance with the paragraph entitled "Contractor Disposal" of this section.]

[Disposal of non-sewerable drained fluid and all associated costs shall be by the Government in accordance with the paragraph entitled "Government Disposal" of this section.]

3.3.10 Contaminated Soil Management

The Contractor shall notify the Contracting Officer immediately if soil appears discolored or has an odor. The Contractor shall place suspect soil on plastic sheeting and cover with a plastic tarpaulin. The suspect soil will be tested by the Government for contamination.

Contaminated soil shall be disposed of by the Government.

3.3.11 Paving Operations

Catch basins and manholes shall be protected when paving or applying seal coat, tack coat, slurry seal, or fog seal. Sweeping or washing down excess sand (from applying sand seals or covering excess oil) into gutters, storm drains, or drainage swales is prohibited. Excess materials shall either be collected and returned to the stockpile or disposed of properly.

Paving operations shall not obscure existing utility boxes, ground water monitoring wells, manholes, valve boxes or similar features.

3.4 ELECTRICAL PCB SPILL CLEAN UP

Refer to the Electrical Specifications.

3.5 SPILL PREVENTION, CONTROL, AND REPORTING

In accordance with Ames Spill Prevention Control and Countermeasures Plan and 40 CFR 112, spill clean up materials (such as rags, absorbent booms/pads), and tools (such as shovels and brooms) shall be maintained at the project site and be readily accessible. All releases of hazardous materials to the environment shall be contained and measures implemented to prevent leaks and spills from entering storm drains. Spills of hazardous materials in excess of to unpaved surfaces, storm or sewer drains shall immediately be reported to the Ames Environmental Office.

Dial 911 from any NASA phone or (650) 604-5555 from an outside phone to request assistance if the spill cannot be cleaned up safely by the Contractor's trained personnel.

3.6 BURROWING OWL HABITAT

The Contractor shall conduct all activities in a manner which does not negatively impact fauna or flora, in accordance with 40 CFR 1500, 50 CFR 402, and the Ames Environmental Handbook APG 8800.3.

The Contractor shall notify the Government immediately if burrowing owls are found during construction. Burrows found after the nesting season has begun will not be relocated. Construction shall cease until a qualified Natural Resource Specialist has inspected the burrows to ensure the young have fledged.

Non-Nesting Burrows found in a construction area may be relocated or a buffer zone of shall be established around the burrow by a qualified Natural Resources Specialist.

3.7 LEAD ABATEMENT

Refer to the Lead Abatement Specifications, Section 02090.

3.8 ASBESTOS ABATEMENT

Refer to the Asbestos Abatement Specifications, Section 02080.

3.9 GOVERNMENT DISPOSAL

Where hazardous waste is specified to be disposed of by the Government, the Contractor shall label and package the waste prior to submitting it to the Government for subsequent disposal. Liquid waste shall be secondarily contained prior to submitting it to the Government for disposal.

3.9.1 Hazardous Waste Manifest

NASA Ames Research Center shall be designated as the generator on the manifest and only approved Ames Environmental Office personnel shall sign the Uniform Hazardous Waste Manifests. Contractors shall not sign hazardous waste manifests.

NASA Ames Research Center Environmental Office shall be designated as the emergency contact.

3.10 CONTRACTOR DISPOSAL

Hazardous wastes generated by the Contractor shall be properly handled, shipped, and disposed of as required by federal, state, and local regulations. No hazardous materials shall remain at the work site upon completion of the project unless specified otherwise. The Government shall sample waste streams for purposes of waste characterization. Waste Profiles shall be submitted to the Contracting Officer. Hazardous wastes shall be disposed of at a permitted Treatment, Storage, and Disposal Facility (TSDF) authorized to accept the specific waste to be shipped. Use of deep well injection as a treatment or disposal method is prohibited.

3.10.1 Hazardous Waste Manifest

NASA Ames Research Center shall be designated as the generator on the manifest and only approved Ames Environmental Office personnel shall sign the Uniform Hazardous Waste Manifests. Contractors shall not sign hazardous waste manifests.

NASA Ames Research Center Environmental Office shall be designated as the emergency contact.

3.10.2 Disposal

The Contractor shall perform all disposal services in compliance with 49 CFR. The Contractor shall meet the removal and disposal time frames established by law.

The Contractor shall use only disposal facilities that have a valid permit to manage hazardous waste, and shall be responsible for determining that permit allows for the type of management and disposal intended for that waste. The Contractor shall be responsible for ensuring that any party handling hazardous waste, including subcontractors, transporters, and TSDF's are in compliance with all applicable federal, state, and local regulations.

3.10.3 Treatment, Storage, And Disposal Facility List

The Contractor shall provide a list of storage and disposal facilities (TSDF) which perform treatment, storage, or disposal services under this contract. Each facility shall have, as a minimum, EPA RCRA interim status or state approval as a treatment or disposal facility and be in good standing with the regulatory community. Recycling facilities shall meet applicable Federal, State, and local regulations. No facility other than those initially approved for use under this contract shall be used, without first obtaining the written approval of the Contracting Officer.

3.10.4 Hazardous Waste Transportation

Certified Waste Haulers shall be utilized. All Government directed waste shall be transported to the disposal facility or interim storage facility without delay, in accordance with Department of Transportation (DOT) manifest regulations. The Contractor shall notify the Government if ten (10) days or more have elapsed during shipment.

3.10.5 Containerized Hazardous Waste

Hazardous wastes and other materials, picked up by the Contractor from other facilities, may not be added to any container of Government hazardous waste.

3.10.6 Bulk Hazardous Waste

Bulk hazardous waste shipments must be weighed to confirm shipping weight.

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SECTION 02090

LEAD PAINT ABATEMENT/DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

The performing Contractor shall furnish all labor, materials, services, and equipment necessary for the removal and approved disposal of lead-based paint and/or items covered with lead-based paint located at the jobsite and lead-contaminated materials resulting from the work performed.

This work includes manual demolition, saw-cutting, manual scraping, hand-tool cleaning, manual sanding, use of heat guns, caustic strippers, and power-tool cleaning with dust collection system. Abrasive blasting, water blasting, and power-tool cleaning without dust collection systems shall not be used on this project, unless otherwise specified. Torch-cutting, burning, and welding within 6 inches of a lead-based painted surface are prohibited.

All work shall be performed per documents referenced herein, and with all applicable federal, state, and local regulations. Nothing specified herein shall be construed as waiving any legal requirements.

1.2 REFERENCES

The performing Contractor shall abide by the provisions and recommendations of:

BAY AREA AIR QUALITY MANAGEMENT DISTRICT (BAAQMD)

Regulation 11, Rule 1 Lead

US DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH
ADMINISTRATION (OSHA)

CFR 29 1910 Safety and Health Standards for General
Industry

CFR 29 PART 1926.62 Safety and Health Standards for the
Construction Industry-Lead

US ENVIRONMENTAL PROTECTION AGENCY (EPA)

CFR 40 PART 50.12 National Primary and Secondary Ambient
Air Quality Standards for Lead

1.3 SUBMITTALS

Prior to start of work, Contractor shall submit the following per Section 01330, "Submittals Procedures":

SD-04 Drawings

of work areas including change area, shower if any, equipment room, work area, emergency routing, and areas to be modified.

SD-06 Instructions

Manufacturer's Instructions for any caustic strippers and neutralizers to be employed.

SD-08 Records

Documented proof that the employees have had required training

Copy of notification to EPA, Bay Area Air Quality Management District, and/or Cal/OSHA, if applicable.

Copy of all applicable permits and licenses.

Copy of respirator program in compliance with CFR 29 1910 and 8 CCR Section 5144.

SD-20 Work Plan

Written compliance program per CFR 29 PART 1926.62(e)(2), and an initial determination of exposure assessment per CFR 29 PART 1926.62(d).

The Contractor shall submit the following, per Section 01330, "Submittals Procedures".

Copy of medical certification of physical examination on all employees engaged in the operation, clearly showing medical qualification for both lead-related work and wearing of a respirator, if applicable.

Copies of Contractor-performed personal air monitoring tests shall be submitted within two working days of the sampling.

Copy of Contractor-performed risk assessment, per CFR 29 PART 1926.62(d), to be approved by Contracting Officer before any reduction in controls.

1.4 QUALIFICATIONS AND TRAINING

The supervisor for the Contractor actually performing the work must be a "competent person", as defined by CFR 29 PART 1926.62(b).

Each worker must have received training per CFR 29 PART 1926.62(1), including the wearing and fitting of respirators.

PART 2 PRODUCTS

2.1 WORK CLOTHING

The Contractor shall provide, for each person present at the jobsite (workers, supervisors, inspectors, and others), work clothing consisting of full body disposable coveralls, disposable head covers, boots or sneakers, protective gloves, and respirators. Other safety clothing shall be available as appropriate.

2.2 MISCELLANEOUS EQUIPMENT

Vacuum cleaners shall be a type such as the High Efficiency Particulate Air.

PART 3 EXECUTION

3.1 REQUIREMENTS BY TYPE OF OPERATION

Use of caustic strippers shall be in strict accordance with the approved manufacturer's instructions, including all recommended precautions. Caustic strippers will not be allowed to be used in occupied buildings except after-hours. If used, ventilation will be provided by the Contractor to remove all fumes and odors prior to the start of the following work day. Use of strippers containing volatile organic compounds shall be in accordance with BAAQMD Regulation 11, Rule 1.

All other operations shall use the respiratory protection at least as stringent as specified by CFR 29 PART 1926.62(d)(2) "Protection of Employees during assessment of exposure," until and unless a risk assessment demonstrating a lower hazard is approved by the Contracting Officer.

3.2 WORK AREA ISOLATION

The Contractor shall establish the work area as a regulated area, with signage per CFR 29 PART 1926.62(m) and Proposition 65. In addition to isolation required by OSHA, the following procedures will be used.

3.2.1 Interior Work

The work area is defined as the room, corridor, or other space in which the work is being performed, from floor to ceiling, and between walls or other full-height partitions. In large spaces, the work area consists of that portion of the space which extends laterally from the limits of the work surface to a distance of five feet plus the height of the surface above the floor. The Contractor may reduce the size of the work area by installing dust-tight floor-ceiling temporary partitions to divide the work area from the remainder of the space. The work area specifically includes the dumpster or other container in which unwrapped debris is to be placed and the path to that container.

If the Government or unprotected contractor employees are to remain in the building during work covered by this section, all entrances and windows into the work area shall be sealed with one layer of 6-mil plastic, and two-stage airlock will be employed between the work area and occupied areas. Otherwise, doors into the work area shall be closed and locked or a primitive air-lock flap shall be used (with signs) to separate the work area from other building areas and from the outside. All HVAC ducts into the work area shall be sealed with one layer of 6-mil plastic.

Finished floors shall be covered with a double-layer of 6-mil plastic. The upper layer shall be vacuumed clean and removed at the end of each work day. Concrete floors or any subfloors will be vacuumed clean at the end of each workday. All furniture and equipment shall be removed from the area, or shall be covered with double-layer of 6-mil plastic. The upper layer shall be vacuumed clean and removed at the end of each work day.

Negative-pressure enclosures are not required.

3.2.2 Exterior Work

The work area is defined as the work surface and an area extending 20 feet from that surface in all directions (but not including the building interior), also included is projection of that area down to the ground. The Contractor may reduce the size of the work area by installing dust-tight tarpaulins to divide the work area from the exterior. The work area specifically includes the dumpster or other container in which unwrapped debris is to be placed and the path to that container.

The work area shall be isolated from other exterior areas by suitable demarcation, including signage. If exterior work is to require less than one day, the demarcation may be by means of sawhorse barriers and caution tape. Otherwise, temporary 6-foot high cyclone fence shall be used.

If the Government or unprotected contractor employees are to remain in the building during work covered by this section, all entrances and operable windows into the work area shall be sealed with one layer of 6-mil plastic. Otherwise, doors into the work area shall be closed and locked (with signs) to separate the work area from the building. All HVAC inlets in the work area shall be sealed with one layer of 6-mil plastic. All mechanical and electrical equipment shall be moved or covered in plastic.

The ground and all landscaping shall be covered by one layer of 6 mil plastic, to and secured to the building wall. Ladders and scaffolding shall not be placed directly on the plastic, rather they shall be placed on boards or plywood on top of the plastic. Plastic shall be securely ballasted or anchored to prevent lifting by the wind.

No work shall be performed in winds exceed 20 mph, nor if rain is imminent. All plastic shall be HEPA vacuumed at the close of each shift and prior to shutting down for weather.

3.3 DECONTAMINATION

Protective clothing shall be provided by the Contractor in accordance with CFR 29 PART 1926.62(g).

Decontamination of personnel shall be performed in accordance with CFR 29 PART 1926.62(i).

The Contractor shall provide and post in the clean room, the decontamination and work procedures to be used by all workers and visitors.

Procedures shall be written and distributed for evacuation of injured workers. Aid for seriously injured worker will not be delayed for reasons of decontamination. the procedure shall be submitted to the Contracting Officer for approval.

The containers shall be sealed and cleaned on the outside prior to removing from the work area.

3.4 AIR MONITORING

The Contractor shall be fully responsible for personal air monitoring needed to demonstrate compliance with OSHA and CalOSHA regulations and standards of good practice in worker protection. The Government may conduct area air monitoring, at its sole discretion. The techniques employed shall be consistent with regulator requirements.

All air monitoring sites will be coordinated with the performing Contractor and selected by the Contracting Officer's representative. The air sampling limit that will be imposed will be the BAAQMD "ambient" standard.

If any test shows the air samples inside the work area exceed the TWA allowed by the respirators being employed by the workers, the respiratory protection will be increased and additional controls will be instituted.

3.5 CLEANUP

Following removal work, but prior to removal of barriers, all waste containers shall be sealed and cleaned. The entire work area shall be HEPA vacuumed and the Contracting Officer shall be notified that it is ready for inspection. The Contracting Officer, or her representative, shall conduct a visual inspection to assure that the area is clean. If the results are satisfactory, approval will be granted to remove the barriers and enclosures. After removal of the barriers, the surfaces covered by them shall be wet-cleaned or HEPA vacuumed.

The Government may elect to perform wipe samples at its sole discretion. If the results are unsatisfactory (greater than 2mg/m²) for tables, desks and similar surfaces (greater than 8mg/m²) for floors and other surfaces) the Contractor must re-clean the entire area to pass this wipe test.

If the Contractor's operations contaminate surrounding soil, she shall be required to restore the site to pre-existing conditions

3.6 DISPOSAL

All dust, chips, and abrasive and contaminated soil shall be contained, removed from the surroundings, and disposed of by the Contractor as hazardous waste, unless the Contractor provides testing and certification by an independent testing agency which demonstrates that it is not classified as hazardous. Workers loading or unloading hazardous waste shall wear NIOSH approved respirators.

Other debris is unlikely to be considered as hazardous, and may be disposed as construction debris, transported in a covered container. All plastic, suits, and other protective material must be HEPA vacuumed prior to disposal.

The Contractor shall be fully responsible for the disposal of waste in an approved landfill in accordance with the rules and regulations of the California Department of Toxic Substance Control, the regional water quality control board, and any other applicable agency. Removal of hazardous waste from the site shall be by a licensed hazardous waste hauler, and the manifest shall be signed by the Government. All hazardous debris shall be transported to the designated disposal site per EPA CFR 40 PART 50.12 SUBPART M guidelines.

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SECTION 05095

WELDING STEEL CONSTRUCTION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this section to the extent referenced:

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1-04 (2002) Structural Welding Code - Steel

AWS D1.3 (1989) Structural Welding Code - Sheet Steel

ASTM INTERNATIONAL (ASTM)

ASTM E 709 (2001) Standard Guide for Magnetic Particle Examination

1.2 SUBMITTALS

The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES in sufficient detail to show full compliance with the specification:

SD-06 Test Reports

All records of Non-Destructive Examination shall be submitted in accordance with paragraph entitled, "Acceptance Requirements," of this section.

SD-07 Certificates

The following items shall be submitted in accordance with paragraph entitled, "Other Applications," of this section:

Certified Welding Procedure Specifications (WPS)
Certified Procedure Qualification Records (PQR)
Certified Welder Performance Qualifications (WPQ)

1.3 QUALITY ASSURANCE

1.3.1 Qualification for Welding Work

Welding Procedures shall be in accordance with AWS D1.1-04.

Certificates for Welder Qualifications shall include the type of welding and positions each operator is qualified for, the code and procedure qualified under, date qualified, and the firm and individual certifying the qualification tests.

Welders shall be certified to have been qualified by tests in accordance with AWS D1.1-04 or under an equivalent approved qualification test.

Welding procedures and welder qualifications shall be submitted and approved before any welding is performed. The Government shall have the option to require the re-qualification of any welder at any time if, in the opinion of the Contracting Officer, the welder's qualifications are suspect or welds do not appear to be of acceptable quality.

In addition, tests shall be performed on test pieces in positions and with clearances equivalent to those actually encountered. If a test weld fails to meet requirements, an immediate retest of two test welds shall be made and each test weld shall pass. Failure in the immediate retest will require that the welder be retested after further practice or training and that a complete new set of test welds be made.

1.3.2 Welding Documentation

No pre-qualified welding procedures are allowed. Contractor shall qualify the welding procedures and welders by tests prescribed in the applicable code or specification not withstanding the fact the code or specification may allow pre-qualified procedures.

1.4 HEAT INPUT REQUIREMENTS

1.4.1 Preheat

Welding shall not be done at ambient temperature below 32 degrees F, or when the surfaces are wet or exposed to rain, snow, or high wind. Temperature of the metals in the area where the welding is to be done shall be not less than 50 degrees F. When the ambient conditions are such that the normal temperature of the base metal is below 50 degrees F, the area surrounding the joint shall be preheated to provide a base metal temperature of 100 degrees F for distance of at least 3 inches in all directions from the joint to be welded. For ambient temperatures above 50 degrees F, see Table 1 for specific preheat requirements.

1.4.2 Interpass

In a multipass weld, the interpass temperature is the temperature of the weld metal before the next pass is started. See Table 1 for the specific interpass requirements.

TABLE 1

PREHEAT AND INTERPASS TEMPERATURES

PLATE THICKNESS [inches]	PREHEAT	INTERPASS
Up to 1, incl.	50°F	-----
Over 1 to 2 incl.	150°F	250°F
Over 2	200°F	400°F

1.4.3 Postweld

Weldments shall not be given a postweld heat treatment unless noted in the

applicable [NASA approved] code qualified/certified welding documentation, WPS and PQR.

PART 2 PRODUCTS

2.1 Welding Materials

Welding materials, to include Welding Electrodes and Rods, shall conform to AWS D1.1-04. Use E70XX welding rod unless otherwise noted.

PART 3 EXECUTION

3.1 WELDING

Weldment shall be fabricated in accordance with the requirements of AWS D1.1-98, including Sections 2B and 2C (specific requirements for cyclically loaded nontubular connections).

3.2 INSPECTION/NON DESTRUCTIVE EXAMINATION (NDE)

3.2.1 Inspection, Repair and Cleaning Schedule

Contractor shall perform fabrication/erection inspections as necessary prior to assembly, during assembly, during welding, and after welding to ensure that materials and workmanship meet the requirements of the contract documents.

Final acceptance of all welded/brazed joints shall be by the Contracting Officer.

Prior to the Contracting Officer's inspection, all slag and scale shall be removed from all welds. Procedure employed shall not produce notches in either the weld metal or adjacent base metal.

Unacceptable welds shall be immediately repaired and made ready for Government reinspection at no additional cost to the Government.

After weld joints have been satisfactorily completed by the Contractor and accepted by the Contracting Officer, the joint area shall be cleaned to a bright, unpitted, and unscarred surface and then protected in accordance with Section 09970 COATINGS FOR STEEL.

3.2.2 Methods of NDE

Examination/inspection of structural steel weldments shall be performed in accordance with the applicable section of [AWS D1.1/D1.1M] [AWS D1.3].

3.2.2.1 Visual Inspection (VT)

Visual Inspection (VT) for cracks and other discontinuities shall be aided by a magnifying lens of [5X] [10X] [5X-10X] power to discern indications or defects. Size and contour of welds shall be measured with suitable gages.

3.2.2.2 Magnetic Particle Inspection (MT)

Magnetic Particle Inspection (MT) of welds shall be performed in accordance with the requirements of ASTM E 709.

3.2.2.3 Ultrasonic Inspection (UT)

Ultrasonic Inspection (UT) of welds shall be performed in accordance with the requirements of PART C, "Ultrasonic Testing of Groove Welds," of AWS D1.1/D1.1M.

3.2.3 Levels of Examination

Examination shall require 100 percent visual (VT), and 100 percent MT or UT of the root pass and 100 percent of the final surface of each weld joint.

3.2.4 Acceptance Requirements

Contractor shall provide all records of Non-Destructive Examination, to the Government for review, seven days after the examination.

Final interpretation and acceptance of all inspections of welded joints will be by the Contracting Officer.

Weldments shall meet the requirements of AWS D1.1-04, including Sections 2B and 2C (specific requirements for cyclically loaded nontubular connections).

3.3 PROTECTION

Contractor shall sufficiently protect machinery, materials, floor, etc., adjacent to the welding/brazing operations to prevent any damage from these operations.

-- End of Section --

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DIVISION 05 - METALS

SECTION 05120

STRUCTURAL STEEL

PART 1 GENERAL

- 1.1 REFERENCES
- 1.2 SUBMITTALS
- 1.3 QUALIFICATIONS FOR STRUCTURAL STEEL WORK
- 1.4 FABRICATION REQUIREMENTS
- 1.5 DRAWINGS

PART 2 PRODUCTS

- 2.1 STRUCTURAL STEEL
 - 2.1.1 Carbon Grade Steel
 - 2.1.2 High-Strength Low-Alloy Steel
- 2.2 STRUCTURAL TUBING
- 2.3 STEEL PIPE
- 2.4 HIGH-STRENGTH THREADED FASTENERS
- 2.5 LOAD INDICATING WASHERS

PART 3 EXECUTION

- 3.1 GENERAL
- 3.2 ERECTING EQUIPMENT
- 3.3 ANCHOR BOLTS
- 3.4 FIELD ASSEMBLY
- 3.5 INSPECTION AND ACCEPTANCE PROVISIONS
 - 3.5.1 Inspection and Tests
 - 3.5.2 Inspection of High-Strength Bolted Connections

-- End of Section Table of Contents --

SECTION 05120

STRUCTURAL STEEL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this section to the extent referenced:

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

- | | |
|-----------|--|
| AISC 303 | (2000) Code of Standard Practice for Buildings and Bridges |
| AISC 316 | (1989; 9th Ed) Manual of Steel Construction, Allowable Stress Design |
| AISC 317 | (1992) Manual of Steel Construction, Volume II, Connections |
| AISC 326 | (1983; 8th Ed) Detailing for Steel Construction |
| AISC M014 | (1984; 1st Ed) Engineering for Steel Construction a Source Book on Connections |

AMERICAN WELDING SOCIETY (AWS)

- | | |
|----------|---|
| AWS A2.4 | (1993) Standard Symbols for Welding, Brazing and Nondestructive Examination |
|----------|---|

ASTM INTERNATIONAL (ASTM)

- | | |
|-------------------|---|
| ASTM A 325 | (2000) Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength |
| ASTM A 36/A 36M | (2001) Standard Specification for Carbon Structural Steel |
| ASTM A 500 | (1993) Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes |
| ASTM A 529/A 529M | (1994) Standard Specification for Structural Steel with 42 ksi (290 MPa) Minimum Yield Point - (1/2 inch (13 mm) Maximum Thickness) |
| ASTM A 53 | (1999; Rev B) Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless |

ASTM A 572/A 572M

(1994; Rev C) Standard Specification for
High-Strength Low-Alloy
Columbium-Vanadium Steels of Structural
Quality

1.2 SUBMITTALS

The following shall be submitted in accordance with Section 01330, "Submittal Procedures," in sufficient detail to show full compliance with the specification:

SD-02 Shop Drawings

Fabrication Drawings for the following items shall be submitted in accordance with paragraph entitled, "Drawings," of this section.

Installation Drawings shall be submitted in accordance with paragraph entitled, "Drawings," of this section.

SD-03 Product Data

Manufacturer's catalog data shall be submitted for the following items:

Bolts and Nuts
Load Indicating Washers
Washers

SD-07 Certificates

Certificates shall be submitted for the following items showing conformance with the referenced standards contained in this section.

Structural Steel
Washers
Bolts and Nuts

1.3 QUALIFICATIONS FOR STRUCTURAL STEEL WORK

Structural steel fabrication and erection shall be performed by an organization experienced in structural steel work of equivalent magnitude and complexity.

1.4 FABRICATION REQUIREMENTS

AISC 316 and AISC 303 shall govern all work.

Design of members and connections for any portion of the structure not indicated shall be completed by the fabricator and indicated on detail drawings.

Structural steel shall be fabricated and assembled in the shop to the greatest extent possible. Parts not assembled in the shop shall be secured by bolts for shipment.

Shop splices of members between field splices will be permitted only where indicated. Splices not indicated must be approved. Field splices in

compound joints will not be permitted.

1.5 DRAWINGS

Fabrication Drawings for Structural Steel and Accessories shall be in accordance with AISC 316, AISC 326 and AISC M014. Drawings shall show standard welding symbols in accordance with AWS A2.4.

PART 2 PRODUCTS

2.1 STRUCTURAL STEEL

2.1.1 Carbon Grade Steel

Carbon grade steel shall conform to [ASTM A 36/A 36M] [ASTM A 529/A 529M].

2.1.2 High-Strength Low-Alloy Steel

High-strength low-alloy steel shall conform to ASTM A 572/A 572M, Grade 50.

2.2 STRUCTURAL TUBING

Structural tubing shall conform to ASTM A 500, Grade B.

2.3 STEEL PIPE

Steel pipe shall conform to ASTM A 53, Type E or Type S, Grade B.

2.4 HIGH-STRENGTH THREADED FASTENERS

High-strength Washers, Bolts and Nuts shall conform to ASTM A 325.

2.5 LOAD INDICATING WASHERS

Load indicating washers shall conform to ASTM F 959M when used with galvanized bolts, load indicating washers shall be mechanically galvanized and shall be assembled under the bolt head only.

PART 3 EXECUTION

3.1 GENERAL

Erection of structural steel shall be in accordance with the AISC 303, with modifications and additional requirements as specified.

3.2 ERECTING EQUIPMENT

Equipment shall be suitable and safe for workers. Falsework shall be maintained in a safe and stable condition until the steel structure is fully self-supporting.

3.3 ANCHOR BOLTS

Bolts and other connections between structural steel and foundations or existing structural steel shall be performed as part of the work.

Bolts and anchors shall be accurately located and built into connecting work and shall be preset by the use of templates or other methods as may be required to locate bolts and other connections.

3.4 FIELD ASSEMBLY

Structural steel frames shall be assembled to lines and elevations indicated. Various members forming parts of a completed frame or structure after being assembled shall be aligned and adjusted before being fastened. Fastening of splices of compression members shall be done after abutting surfaces have been brought completely into contact. Bearing surfaces and surfaces that will be in permanent contact shall be cleaned before members are assembled.

Bracing, adequacy of temporary connections and supports, alignment, and removal of paint on surfaces adjacent to field welds shall be as specified in AISC 303.

3.5 INSPECTION AND ACCEPTANCE PROVISIONS

3.5.1 Inspection and Tests

Inspection by the Government will include proper preparation, size, gaging location, and acceptability of welds; identification marking; operation and current characteristics of welding sets in use; and calibration of wrenches for high-strength bolts.

3.5.2 Inspection of High-Strength Bolted Connections

Inspection of high-strength bolted connections shall be performed in accordance with AISC 317.

-- End of Section --

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DIVISION 09 - FINISHES

SECTION 09970

COATINGS FOR STEEL

PART 1 GENERAL

- 1.1 REFERENCES
- 1.2 SUBMITTALS
- 1.3 DELIVERY, HANDLING, AND STORAGE
- 1.4 GENERAL

PART 2 PRODUCTS

- 2.1 ABRASIVE BLASTING MATERIAL
- 2.2 PROTECTIVE COATINGS
 - 2.2.1 Coating Systems

PART 3 EXECUTION

- 3.1 SURFACE PREPARATION
 - 3.1.1 General
 - 3.1.2 Abrasive Blasting (AB)
 - 3.1.3 Mechanical Cleaning (MC)
- 3.2 COATING APPLICATION
 - 3.2.1 General Requirements
 - 3.2.2 Mixing and Application Procedures
 - 3.2.3 Dry-Film Thickness (DFT)
- 3.3 TOUCH-UP
- 3.4 INSPECTION
- 3.5 COATING SCHEDULE

-- End of Section Table of Contents --

SECTION 09970

COATINGS FOR STEEL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this section to the extent referenced:

THE SOCIETY FOR PROTECTIVE COATINGS (SSPC)

SSPC A	(1993; 3rd Ed) Good Painting Practice Steel Structures Painting Manual, Volume 1
SSPC AB-1	(2000) Mineral and Slag Abrasives
SSPC SP 1	(1982) Solvent Cleaning
SSPC SP 10	(2000) Joint Surface Preparation, Standard Near-White Metal Blast Cleaning (NACE No. 2)
SSPC SP 3	(1995) Power Tool Cleaning

1.2 SUBMITTALS

The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES in sufficient detail to show full compliance with the specification:

SD-01 Preconstruction Submittals

Material, Equipment, and Fixture Lists shall be submitted in accordance with paragraph entitled, "General," of this section.

A Safety Plan shall be submitted in accordance with paragraph entitled, "General," of this section.

SD-03 Product Data

Manufacturer's catalog data shall be submitted for the following items:

Abrasive Blasting Material
Sealant Compound
Inorganic Zinc
Inhibitive Polyamide Epoxy
Aliphatic Polyurethane

SD-04 Samples

Manufacturer's Standard Color Charts shall be submitted in accordance with paragraph entitled, "General," of this section.

Inspection Forms shall be submitted in accordance with paragraph

entitled, "Inspection," of this section.

SD-05 Design Data

Mix Designs shall be submitted in accordance with paragraph entitled, "General," of this section.

Inorganic Zinc
Inhibitive Polyamide Epoxy
Aliphatic Polyurethane

SD-06 Test Reports

Inspection reports shall be submitted for protective coating systems in accordance with paragraph entitled, "Inspection," of this section.

SD-07 Certificates

Certificates shall be submitted for following items showing conformance with the referenced standards contained in this section.

Abrasive Blasting Material
Sealant Compound
Inorganic Zinc Coating
Inhibitive Polyamide Epoxy
Aliphatic Polyurethane

SD-08 Manufacturer's Instructions

Manufacturer's instructions shall be submitted for Protective Coatings including details of thinning, mixing, handling, and application.

1.3 DELIVERY, HANDLING, AND STORAGE

Materials shall be delivered in their original, unopened containers bearing the manufacturer's name, shelf-life, product identification, and batch number.

Coatings, thinners, and cleaners shall be stored in tightly closed containers in a covered, well-ventilated area where they will be protected from exposure to extreme cold or heat, sparks, flame, direct sunlight, or rainfall. Manufacturer's instructions for storage limitations shall be followed.

1.4 GENERAL

A Safety Plan shall be submitted for protective coating systems in accordance with OSHA regulations.

Material, Equipment, and Fixture Lists shall be submitted for manufacturer's style or catalog numbers, specification and drawing reference numbers and warranty information for the Protective Coatings Systems fabrication site.

Manufacturer's Standard Color Charts shall be submitted showing manufacturer's standard finish colors.

Mix Designs shall be submitted for each type of protective coating including a complete list of ingredients and admixtures. Applicable test report shall verify that the mix has been successfully tested and meets design requirements.

PART 2 PRODUCTS

2.1 ABRASIVE BLASTING MATERIAL

Abrasive blasting materials shall be per SSPC A, Chapter 2.4, and SSPC AB-1.

2.2 PROTECTIVE COATINGS

2.2.1 Coating Systems

The following two coating systems definitions are to be specified for use on the surfaces listed in the Coating Schedule, of this section, and as directed.

Coating System No. 1 shall consist of inorganic zinc only [, no top coat unless specified]. Inorganic zinc shall be selected from the following listing. Coatings, thinners, and cleaners shall be the product of one manufacturer.

Coating System No. 2 shall consist of inorganic zinc first coat, inhibitive polyamide epoxy intermediate coat, and aliphatic polyurethane finish coat. Coatings shall be selected from the following listing and all coatings, thinners, and cleaners shall be the product of the same manufacturer. Each successive coating shall be of a contrasting color to provide a visual assurance of complete coverage.

COATING SYSTEMS

<u>INORGANIC ZINC</u>	<u>INHIBITIVE POLYAMIDE EPOXY</u>	<u>ALIPHATIC POLYURETHANE</u>	<u>MANUFACTURER</u>
Dimetcote 9	Amercoat 370	Amercoat 450HS	Ameron International 201 N. Berry Street Brea, CA 92621 714/529-1951
Carbo Zinc 11	Carboguard 893	Carbothane 134HG	Carboline Company 350 Hanley Industrial Court St. Louis, MO 63144 800/848-4645 Ext.
2557			
Catha-Coat 304V	Devran 201	Devthane 369	ICI-DEVOE 925 Euclid Ave. Cleveland, OH 44115 216/344-8798
347-Y-912	525-333 or 71125P	Imron 333	DuPont Company DuPont Building 1007 Market Street

COATING SYSTEMS

<u>INORGANIC ZINC</u>	<u>INHIBITIVE POLYAMIDE EPOXY</u>	<u>ALIPHATIC POLYURETHANE</u>	<u>MANUFACTURER</u>
			Wilmington, DE 19898 800/441-7515
Porter Zinc 3200	Porter Glaze 4400 High Build	Porterthane 9000 Glass Urethane	Porter Paint Company 400 South 13th Street Louisville, KY 40203 800/332-6270

PART 3 EXECUTION

3.1 SURFACE PREPARATION

3.1.1 General

Faying surfaces that will become bolted together at installation shall be abrasive blasted and coated with inorganic zinc only, prior to installation.

Surfaces to be welded shall be left uncoated. Welded areas shall then be masked and touched up.

Prepared surfaces shall be coated within 6 hours after completion of surface preparation and before rusting or recontamination occurs. Surfaces not coated within 6 hours or which show rusting or contamination, regardless of the length of time after preparation, shall be reprepared.

Surface preparation and coating operations shall be sequenced so that freshly applied coatings will not be contaminated by dust or foreign matter.

Surfaces shall be inspected and degreased as required prior to subsequent surface preparation and the application of protective coatings. Degreasing shall be by solvent cleaning, detergent washing, or steam cleaning. SSPC SP 1 shall apply for solvent cleaning.

3.1.2 Abrasive Blasting (AB)

Abrasive blasting shall conform to SSPC SP 10 and SSPC A.

Compressed air used for abrasive blasting shall be free of moisture and oil.

Surfaces not to be blasted are:

Galvanized steel and prefinished surfaces except when specified to be blast-cleaned in the coating schedule

Piston rods and bearing surfaces

A minimum nozzle pressure of 90 pounds per square inch shall be maintained.

Weld slag, weld spatter, and foreign matter shall be removed from surfaces to be coated prior to abrasive blasting using mechanical methods as specified.

Blast cleaning shall achieve a 1-to 2-mil anchor profile as indicated by a surface profile comparator, replica tape, or similar device.

Rust and corrosion shall be removed from pits and depressions.

Abrasive blast aggregate shall not be reused.

All traces of abrasive residue and dust shall be removed from the surface, leaving it clean and dry.

3.1.3 Mechanical Cleaning (MC)

Where mechanical cleaning is specified in the coating schedule [for existing surfaces] [and AB is prohibited], needle scalers or abrasive disks or wheels shall be used in accordance with SSPC SP 3, leaving the surface cleanliness equivalent to near-white metal (SSPC SP 10).

3.2 COATING APPLICATION

3.2.1 General Requirements

Manufacturer's instructions for thinning, mixing, handling, and applying products shall be considered a part of this specification. In the event of conflict between the requirements of this specification and the manufacturer's recommendations, this specification shall take precedence.

Compressed air used for spraying coatings shall be free of moisture and oil.

Each coat of material applied shall be free from runs; sags; blisters; bubbles; mud cracking; variations in color, gloss, and texture; holidays (missed areas); excessive film build; foreign contaminants; and dry overspray.

No coating shall be applied when rain is imminent or when the temperature or humidity is outside the limits recommended by the coating manufacturer.

Surface temperature shall be at least 5 degrees F above the dew point.

Coatings shall be thoroughly worked into all joints, crevices, and open spaces. Special attention shall be paid to welds, cutouts, sharp edges, rivets, crevices, and bolts to ensure proper coverage and thickness.

Newly coated surfaces shall be adequately protected from damage.

Coatings shall be applied by airless or conventional spray. Airless spraying shall be used for uniform large surface areas. Conventional spraying shall be used for small areas of intricate configuration and for touchup. During application of inorganic zinc coating, maintain uniform suspension.

3.2.2 Mixing and Application Procedures

Material shall be stirred thoroughly using an instrument that will not induce air into coating.

Mixed material shall be strained through a 30- to 60-mesh screen.

Continuous slow agitation of the material shall be provided during

application of inorganic zinc coating, maintain uniform suspension. Continuous rapid agitation shall be avoided.

Material shall be thinned for workability and improved spray characteristics only.

Material shall be applied in even, parallel passes, overlapping 50 percent. Special attention shall be paid to welds, cutouts, sharp edges, rivets, crevices, and bolts to ensure proper coverage and thickness.

3.2.3 Dry-Film Thickness (DFT)

Coatings shall be applied to the following dry-film thicknesses:

- a. Inorganic primer zinc: 2.5 to 4 mils
- b. Inhibitive polyamide epoxy, second coat: 2 to 4 mils
- c. Aliphatic polyurethane, third coat: 2 to 4 mils, but sufficient to hide previous coat

3.3 TOUCH-UP

Abrasions that occurred during shipment or erection shall be touched up as follows:

- a. Surface preparation and coating application shall conform to the manufacturer's instructions.
- b. Inorganic zinc shall be used for touch-up and repair of inorganic zinc and hot-dip galvanizing.

3.4 INSPECTION

On-site work and off-site work as described herein shall be inspected for compliance with this specification by a Coating Inspector provided by the [Contracting Officer] [Contractor].

3.5 COATING SCHEDULE

<u>SURFACE DESCRIPTION</u>	<u>SURFACE PREPARATION</u>	<u>COATING SYSTEM</u>	<u>FINISH COLOR FOR COATING</u>
Vanes (inside & outside)	AB	1	Gray
Cover Plates (inside & outside)	AB	1	Gray
Vane Supports	AB	1	Gray
All 17-4 ph Parts	No prep or painting required		
Tunnel Tie-in Welds	MC	1	Gray

SURFACE
DESCRIPTION

SURFACE
PREPARATION

COATING
SYSTEM

FINISH COLOR
FOR COATING

-- End of Section --

BRACKET VERIFICATION REPORT

=====

This report lists all brackets remaining in the text.

HINT: Double-clicking a Section number will open the Section in the Editor.

=====

SECTION	SUBPART	BRACKETS FOUND	EXPLANATORY NOTES
01000	3.1	6	
01000	3.5.2	4	
01100	1.9	2	
01100	1.21	2	
01450	3.2	3	
01450	3.2.1	2	
01450	3.2.9	1	
01450	3.3	4	
01450	3.4.1	2	
01450	3.4.2	2	
01500	3.1.1	4	
01500	3.3.9	4	
05095	1.4.2	2	
05095	1.4.3	2	
05095	3.2.2	4	
05095	3.2.2.1	6	
05120	2.1.1	4	
09970	2.2.1	2	
09970	3.1.3	4	
09970	3.4	4	

***DAVIS-BACON
WAGE DETERMINATION***

GENERAL DECISION NO. CA20020029

***Modification No. 14
Publication Date: 01/14/2005***

GENERAL DECISION: CA20030029 01/14/2005 CA29

Date: January 14, 2005

General Decision Number: CA20030029 01/14/2005

Superseded General Decision Number: CA020029

State: California

Construction Types: Building, Heavy (Heavy, and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	01/16/2004
2	02/13/2004
3	02/20/2004
4	03/19/2004
5	05/07/2004
6	07/02/2004
7	08/06/2004
8	08/13/2004
9	08/27/2004
10	09/03/2004
11	10/29/2004
12	12/03/2004
13	12/17/2004
14	01/14/2005

ASBE0016-004 07/01/2004

Rates

Fringes

Asbestos Removal

worker/hazardous material handler

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not

AREA 1.....\$ 26.15

4.17

AREA 2.....\$ 24.91

4.17

AREA DESCRIPTIONS

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND
SANTA CLARA COUNTIES

AREA 2: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED,
MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS
AND TUOLUMNE COUNTIES

* BOIL0549-001 10/01/2004

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN FRANCISCO, SAN
MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
Boilermaker		
Area 1.....	\$ 35.09	15.61
Area 2.....	\$ 34.59	15.61

* BRCA0003-001 12/01/2004

	Rates	Fringes
Marble Finisher.....	\$ 25.62	8.87

BRCA0003-003 08/01/2004

	Rates	Fringes
Marble mason.....	\$ 37.79	12.86

BRCA0003-005 07/01/2004

	Rates	Fringes
Bricklayer		
Alameda, Contra Costa, San		
Benito, Santa Clara.....	\$ 31.52	13.43
Calaveras, San Joaquin,		
Stanislaus, Toulumne.....	\$ 27.50	12.00
Fresno, Kings, Madera,		
Mariposa, Merced.....	\$ 26.70	12.80
Monterey, Santa Cruz.....	\$ 29.33	14.83
San Francisco, San Mateo....	\$ 32.70	14.25

BRCA0003-008 07/01/2004

	Rates	Fringes
Terrazzo Finisher.....	\$ 18.87	8.06
Terrazzo Worker.....	\$ 33.80	11.50

BRCA0003-011 04/01/2004

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
Tile Finisher		
Area 1.....	\$ 18.87	8.06
Area 2.....	\$ 18.69	8.19
Area 3.....	\$ 18.38	7.39
Tile Layer		
Area 1.....	\$ 35.09	9.29
Area 2.....	\$ 30.89	9.64
Area 3.....	\$ 26.28	8.64

CARP0022-001 08/01/2004

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 31.25	14.085
Area 2.....	\$ 25.37	14.085
Area 3.....	\$ 24.52	14.085
Drywall Stocker/Scraper		
Area 1.....	\$ 15.63	8.475
Area 2.....	\$ 12.69	8.475
Area 3.....	\$ 12.26	8.475

CARP0034-001 07/01/2004

	Rates	Fringes
Diver		
Diver standby.....	\$ 33.89	17.175
Diver Tender.....	\$ 32.89	17.175
Diver wet.....	\$ 67.78	17.175

DEPTH PAY (Surface Diving):
050 to 100 ft \$2.00 per foot
101 to 150 ft \$3.00 per foot
151 to 220 ft \$4.00 per foot

SATURATION DIVING RATES:

Standby rate shall apply until saturation starts. Once under

pressure, the rate will be 6 time the Diver's 8 hour minimum standby rate (24 times straight time Diver pay rate); plus applicable rate for depth or pressure.

CARP0034-003 07/01/2004

	Rates	Fringes
Piledriver.....	\$ 29.90	17.175

CARP0035-002 07/01/2004

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Carpenters:		
AREA 1:		
(1) Carpenter.....	\$ 31.25	13.645
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 31.40	13.645
(3) Bridge Builder.....	\$ 31.25	13.645
(4) Millwright.....	\$ 31.35	14.985
AREA 2: PROJECTS		
\$50,000,000 & OVER		
(1) Carpenter.....	\$ 28.87	13.645
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 29.02	13.645
(3) Bridge Builder.....	\$ 31.25	13.645
(4) Millwright.....	\$ 31.35	14.985
AREA 2: PROJECTS UNDER		
\$50,000,000		
(1) Carpenter.....	\$ 25.37	13.645
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 25.52	13.645
(3) Bridge Builder.....	\$ 31.25	13.645
(4) Millwright.....	\$ 27.87	14.985
AREA 3: PROJECTS		
\$50,000,000 & OVER		
(1) Carpenter.....	\$ 27.52	13.645
(2) Hardwood Floorlayer; Shingler; Power Saw		

Operator; Steel Scaffold & Steel Shoring Erector;		
Saw Filer.....	\$ 27.67	13.645
(3) Bridge Builder.....	\$ 31.25	13.645
(4) Millwright.....	\$ 30.02	14.985
AREA 3: PROJECTS UNDER \$50,000,000		
(1) Carpenter.....	\$ 24.02	13.645
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector;		
Saw Filer.....	\$ 24.17	13.645
(3) Bridge Builder.....	\$ 31.25	13.645
(4) Millwright.....	\$ 26.52	14.985

CARP0035-007 07/01/2004

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1.....	\$ 15.75	9.485
Installer I.....	\$ 19.18	9.485
Installer II.....	\$ 15.75	9.485
Lead installer.....	\$ 22.63	9.985
Master Installer.....	\$ 26.85	9.985
Area 2.....	\$ 13.58	9.485
Installer I.....	\$ 16.53	9.485
Installer II.....	\$ 13.58	9.485
Lead Installer.....	\$ 19.50	9.985
Master Installer.....	\$ 23.13	9.985
Area 3.....	\$ 12.81	9.485
Installer I.....	\$ 15.58	9.485
Installer II.....	\$ 12.81	9.485
Lead Installer.....	\$ 18.38	9.985
Master Installer.....	\$ 21.80	9.985

ELEC0006-001 12/01/2003

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer.....	\$ 24.57	3%+7.95
Sound & Communications Technician.....	\$ 27.98	3%+7.95

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2004

SAN FRANCISCO COUNTY

	Rates	Fringes
Electrician.....	\$ 45.55	3%+14.685

ELEC0006-008 12/01/1999

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND
TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 18.72	3%+4.10
Sound & Communications		
Technician.....	\$ 21.31	3%+4.10

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access);

excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0100-002 06/01/2004

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Electrician.....	\$ 27.10	3%+10.85

ELEC0100-005 01/07/2004

FRESNO, KINGS, MADERA AND TULARE COUNTIES

	Rates	Fringes
Communications and Systems Installer.....	\$ 21.47	3%+7.95

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems Telephone systems Nurse call systems Radio page systems School intercom and sound systems Burglar alarm systems Low voltage master clock systems Multi-media/multiplex systems Sound and musical entertainment systems RF systems Antennas and Wave Guide

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

* ELEC0234-001 12/27/2004

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
Electrician.....	\$ 33.21	3%+16.19

ELEC0302-001 06/01/2004

CONTRA COSTA COUNTY

	Rates	Fringes
Cable splicer.....	\$ 46.42	3%+13.15
Electrician.....	\$ 41.26	3%+13.15

ELEC0332-001 05/31/2004

SANTA CLARA COUNTY

	Rates	Fringes
Cable splicer.....	\$ 48.21	3%+14.57
Electrician.....	\$ 41.82	3%+14.57

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above):

to be paid twice the straight-time rate of pay.

ELEC0595-001 06/01/2004

ALAMEDA COUNTY

	Rates	Fringes
Cable splicer.....	\$ 47.83	3.45%+16.15
Electrician.....	\$ 38.00	3.8%+17.40

ELEC0595-002 12/01/2004

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Electricians		
(1) Tunnel work.....	\$ 31.21	7.5%+16.96
(2) All other work.....	\$ 31.08	7.5%+16.96

ELEC0617-001 06/01/2004

SAN MATEO COUNTY

	Rates	Fringes
Electrician.....	\$ 43.50	3%+13.66

ELEC0684-001 01/01/2004

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 33.08	7%+10.40
Electrician.....	\$ 30.07	7%+10.40

ELEC1245-001 06/01/2004

	Rates	Fringes
Line Construction		
(1) Lineman; Cable splicer...	\$ 35.01	4%+8.93
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line equipment).....	\$ 29.76	4%+8.25
(3) Groundman.....	\$ 22.76	4%+8.25
(4) Powderman.....	\$ 33.27	4%+8.29

ELEV0008-001 08/01/2001

	Rates	Fringes
Elevator Mechanic.....	\$ 42.735	7.455

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service.

Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0003-005 06/16/2004

	Rates	Fringes
Power Equipment Operator		
AREA 1:		
GROUP 1.....	\$ 34.49	15.19
GROUP 2.....	\$ 32.96	15.19
GROUP 3.....	\$ 31.48	15.19
GROUP 4.....	\$ 30.10	15.19
GROUP 5.....	\$ 28.83	15.19
GROUP 6.....	\$ 27.51	15.19
GROUP 7.....	\$ 26.37	15.19
GROUP 8.....	\$ 25.23	15.19
GROUP 8-A.....	\$ 23.02	15.19
AREA 2:		
GROUP 1.....	\$ 36.49	15.19
GROUP 2.....	\$ 34.96	15.19
GROUP 3.....	\$ 33.48	15.19
GROUP 4.....	\$ 32.10	15.19
GROUP 5.....	\$ 30.83	15.19
GROUP 6.....	\$ 29.51	15.19
GROUP 7.....	\$ 28.37	15.19
GROUP 8.....	\$ 27.23	15.19
GROUP 8-A.....	\$ 25.02	15.19
Power Equipment Operators -		
All Cranes and Attachments:		
AREA 1: GROUP 1		
Cranes.....	\$ 35.37	15.19
Oiler.....	\$ 26.11	15.19
Truck crane oiler.....	\$ 28.40	15.19
AREA 1: GROUP 2		
Cranes.....	\$ 33.61	15.19
Oiler.....	\$ 25.90	15.19
Truck crane oiler.....	\$ 28.14	15.19
AREA 1: GROUP 3		
Cranes.....	\$ 31.87	15.19
Hydraulic.....	\$ 27.51	15.19
Oiler.....	\$ 25.62	15.19
Truck crane oiler.....	\$ 27.90	15.19
AREA 2: GROUP 1		
Cranes.....	\$ 37.37	15.19
Oiler.....	\$ 28.11	15.19
Truck crane oiler.....	\$ 30.40	15.19
AREA 2: GROUP 2		

Cranes.....	\$ 35.61	15.19
Oiler.....	\$ 27.90	15.19
Truck crane oiler.....	\$ 30.14	15.19
AREA 2: GROUP 3		
Cranes.....	\$ 33.87	15.19
Hydraulic.....	\$ 29.51	15.19
Oiler.....	\$ 27.62	15.19
Truck crane oiler.....	\$ 29.90	15.19
Power Equipment Operators -		
Piledrivers:		
GROUP 1		
Lifting devices.....	\$ 35.71	15.19
Oiler.....	\$ 26.45	15.19
Truck crane oiler.....	\$ 28.73	15.19
GROUP 2		
Lifting devices.....	\$ 33.89	15.19
Oiler.....	\$ 26.18	15.19
Truck crane oiler.....	\$ 28.48	15.19
GROUP 3		
Lifting devices.....	\$ 32.21	15.19
Oiler.....	\$ 25.96	15.19
Truck crane oiler.....	\$ 28.19	15.19
GROUP 4.....	\$ 30.44	15.19
GROUP 5.....	\$ 27.80	15.19
GROUP 6.....	\$ 25.57	15.19
Power equipment operators -		
steel erection:		
GROUP 1		
Cranes.....	\$ 36.34	15.19
Oiler.....	\$ 26.79	15.19
Truck crane oiler.....	\$ 29.02	15.19
GROUP 2		
Cranes.....	\$ 34.57	15.19
Oiler.....	\$ 26.52	15.19
Truck crane oiler.....	\$ 28.80	15.19
GROUP 3		
Cranes.....	\$ 33.09	15.19
Hydraulic.....	\$ 28.14	15.19
Oiler.....	\$ 26.30	15.19
Truck crane oiler.....	\$ 28.53	15.19
GROUP 4.....	\$ 31.07	15.19
GROUP 5.....	\$ 29.77	15.19
Power Equipment Operators -		
Tunnel and Underground Work:		
SHAFTS, STOPES, RAISES:		
AREA 1:		
GROUP 1.....	\$ 30.59	15.19
GROUP 1-A.....	\$ 33.06	15.19
GROUP 2.....	\$ 29.33	15.19
GROUP 3.....	\$ 28.00	15.19
GROUP 4.....	\$ 26.86	15.19
GROUP 5.....	\$ 25.72	15.19
SHAFTS, STOPES, RAISES:		
AREA 2:		
GROUP 1.....	\$ 32.59	15.19
GROUP 1-A.....	\$ 35.06	15.19
GROUP 2.....	\$ 31.33	15.19

GROUP 3.....	\$ 30.00	15.19
GROUP 4.....	\$ 28.86	15.19
GROUP 5.....	\$ 27.72	15.19
UNDERGROUND: AREA 1:		
GROUP 1.....	\$ 30.49	15.19
GROUP 1-A.....	\$ 32.96	15.19
GROUP 2.....	\$ 29.23	15.19
GROUP 3.....	\$ 27.90	15.19
GROUP 4.....	\$ 26.76	15.19
GROUP 5.....	\$ 25.62	15.19
UNDERGROUND: AREA 2:		
GROUP 1.....	\$ 32.49	15.19
GROUP 1-A.....	\$ 34.96	15.19
GROUP 2.....	\$ 31.23	15.19
GROUP 3.....	\$ 29.90	15.90
GROUP 4.....	\$ 28.76	15.19
GROUP 5.....	\$ 27.62	15.19

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading

(paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signaller; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtberg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer);

Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Guniting/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

PILEDRIERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel

Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

ENGI0003-008 07/01/2004

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 35.31	15.72
(2) Dredge Dozer; Heavy duty repairman.....	\$ 30.35	15.72
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 29.23	15.72
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	\$ 25.93	15.72
AREA 2:		
(1) Leverman.....	\$ 37.31	15.72
(2) Dredge Dozer; Heavy duty repairman.....	\$ 32.35	15.72
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 31.23	15.72
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	\$ 27.93	15.72

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity

Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

IRON0002-004 07/01/2004

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 27.02	14.74
Ornamental, Reinforcing and Structural.....	\$ 27.91	14.74

PREMIUM PAY:

\$3.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$2.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$1.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0036-001 07/01/2004

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 26.62	11.34

FOOTNOTES: Underground work such as sewers, manholes, catch
basins, sewer pipes, telephone conduits, tunnels and cut
trenches: \$5.00 per day additional. Work in live sewage:
\$2.50 per day additional.

LABO0036-002 07/01/2004

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 26.62	11.34

FOOTNOTES: Work on a suspended scaffold: \$5.00 per day additional. Work operating a plaster mixer pump gun: \$1.00 per hour additional.

* LABO0067-002 12/01/2004

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 13.73	6.80

SCOPE OF WORK: Covers site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067-006 07/01/2004

AREA "A" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SANTA CRUZ, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Laborer: Gunit		
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES		
Group 1.....	\$ 23.60	10.93
GROUP 2.....	\$ 23.10	10.90
GROUP 3.....	\$ 22.51	10.93
GROUP 4.....	\$ 22.39	10.93
AREA "A"		
GROUP 1.....	\$ 23.60	10.93
GROUP 2.....	\$ 23.10	10.93
GROUP 3.....	\$ 22.51	10.93
GROUP 4.....	\$ 22.39	10.93
AREA "B"		
GROUP 1.....	\$ 22.60	10.93
GROUP 2.....	\$ 22.10	10.93
GROUP 3.....	\$ 21.51	10.93
GROUP 4.....	\$ 21.39	10.93
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SANTA CRUZ, SAN JOAQUIN,		

STANISLAUS AND TUOLUMNE
COUNTIES

GROUP 1.....	\$ 22.60	10.93
GROUP 2.....	\$ 22.10	10.93
GROUP 3.....	\$ 21.51	10.93
GROUP 4.....	\$ 21.39	10.93

Laborer: Wrecking, buildings
and miscellaneous structures
(WRECKING WORK)

AREA "A"

GROUP 1.....	\$ 22.64	10.93
GROUP 2.....	\$ 22.49	10.93
GROUP 3.....	\$ 16.08	10.93

AREA "B"

GROUP 1.....	\$ 21.64	10.93
GROUP 2.....	\$ 21.49	10.93
GROUP 3.....	\$ 15.08	10.93

Laborers:

AREA "A"

Construction Specialist

Group.....	\$ 23.34	10.93
Group 1.....	\$ 22.64	10.93
Group 1-a.....	\$ 22.86	10.93
GROUP 1-c.....	\$ 22.69	10.93
GROUP 1-e.....	\$ 23.19	10.93
GROUP 1-f.....	\$ 23.22	10.93
GROUP 1-g (Contra Costa County).....	\$ 22.84	10.93
GROUP 2.....	\$ 22.49	10.93
GROUP 3.....	\$ 22.39	10.93
GROUP 4.....	\$ 16.08	10.93

AREA "B"

Construction Specialist

Group.....	\$ 22.34	10.93
GROUP 1.....	\$ 21.64	10.93
Group 1-a.....	\$ 21.86	10.93
GROUP 1-c.....	\$ 21.69	10.93
GROUP 1-e.....	\$ 22.19	10.93
GROUP 1-f.....	\$ 22.22	10.93
GROUP 2.....	\$ 21.49	10.93
GROUP 3.....	\$ 21.39	10.93
GROUP 4.....	\$ 15.08	10.93

See groups 1-b and 1-d under laborer classifications.

Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS)

AREA "A"

Establishment Warranty

Period.....	\$ 16.08	10.93
New Construction.....	\$ 22.39	10.93

AREA "B"

Establishment Warranty

Period.....	\$ 15.08	10.93
New Construction.....	\$ 21.39	10.93

FOOTNOTES: Laborers working off or with or from bos'n chairs,
swinging scaffolds, belts shall receive \$0.25 per hour

above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural nozzle operator

GROUP 2: Nozzle operator (including gun, pot); Ground person

GROUP 3: Rebound

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

LABO0067-010 07/01/2004

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 27.00	10.93
GROUP 2.....	\$ 26.77	10.93
GROUP 3.....	\$ 26.52	10.93
GROUP 4.....	\$ 26.52	10.93
GROUP 5.....	\$ 26.07	10.93
GROUP 6.....	\$ 25.53	10.93

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Ground person; Guniting and shotcrete nozzle operator

GROUP 2: Rod person; Shaft work & raise (below actual or

excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powder person - heading; Cherry picker operator - where car is lifted; Concrete finisher in tunnel; Concrete screed person; Grout pump operator and pot person; Guniting & shotcrete gun person & pot person; Header person; High pressure nozzle operator; Miner - tunnel, including top and bottom person on shaft and raise work; Nipper; Nozzle operator on slick line; Sandblaster - pot person

GROUP 4: Steel form raiser and setter; Timber person, retimber person (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powder person - primer house

GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, track person; Concrete crew - includes rodding and spreading

GROUP 6: Dump person (any method); Grout crew; Rebound person; Swamper

LABO0073-003 07/01/2004

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Mason Tender (Brick).....	\$ 23.84	7.36

LABO0073-005 07/01/2002

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 21.58	9.27

LABO0166-001 07/01/2002

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 22.90	10.06

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LABO0166-002 07/01/2002

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender		
Gun operator.....	\$ 28.04	11.41
Plasterer tender.....	\$ 27.29	11.41

LABO0185-001 07/01/2004

MONTEREY AND SAN BENITO COUNTIES:

	Rates	Fringes
Mason Tender (Brick).....	\$ 21.56	10.49

LABO0270-001 07/01/2004

SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
Mason Tender (Brick)		
Santa Clara.....	\$ 24.32	9.28
Santa Cruz.....	\$ 23.32	9.28

FOOTNOTE: \$2.00 per hour for refractory work where
heat-protective clothing is required.

LABO0270-004 08/04/2004

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 23.29	12.11
All wood framed buildings five (5) stories or more includes all steel structures and all structures with metal studs..	\$ 23.29	12.11
All wood framed buildings four (4) stories or less and excludes steel structures, structures with metal studs.....	\$ 21.29	12.11

LABO0294-001 07/01/2004

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
Mason Tender (Brick).....	\$ 21.86	10.49

LABO0297-001 08/01/2004

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 23.054	7.30

FOOTNOTE: Mixer person: \$4.00 per day additional.

PAIN0016-001 07/01/2004

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 29.11	12.91

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-003 08/01/2004

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara Counties.....	\$ 34.37	13.27
Area 1.....	\$ 34.37	13.27
Area 2.....	\$ 30.44	11.67

PAIN0016-008 07/01/2004

FRESNO, KINGS AND MADERA COUNTIES:

	Rates	Fringes
Painter		
Brush and Roller.....	\$ 20.59	8.92

FOOTNOTES:

Drywall Taper and Lead Abaters receive \$1.25 additional per

hour. Sandblast & Spray receive \$1.00 additional per hour. Paperhangers, and work over 30 feet (does not include work from a lift): \$0.50 per hour additional.

PAIN0016-010 07/01/2004

FRESNO, KINGS, MADERA AND COUNTIES:

	Rates	Fringes
Soft Floor Layer.....	\$ 20.18	7.39

PAIN0016-015 11/01/2004

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Painter		
Brush.....	\$ 25.32	10.25

FOOTNOTES:

Spray/Sandblast: \$1.00 additional per hour.

Coal Tar/Exotic Materials: \$1.75 additional per hour.

High Time: Steel construction workers working on erected steel construction, bridges, stacks, towers, tanks and similar structures, from 50 to 100 ft. above ground or mean water level: to be paid 1 hour per day additional; 100 to 180 ft 2 hours additional pay per day; over 180 ft 3 hours additional pay per day. Exterior stage: Work on exterior stage 4-7 stories: to be paid 1/2 hr. per day additional. Work on exterior stage 8-11 stories: to be paid 1 hr. per day additional. Work on exterior stage 12 stories or higher: to be paid 1-1/2 hrs. per day additional. One story equals 10 ft.

PAIN0016-017 11/01/2004

MARIPOSA, MERCED, STANISLAUS & TOLUMNE COUNTIES

	Rates	Fringes
Painter		
Brush.....	\$ 23.44	10.25

FOOTNOTES:

Spray/Sandblast: \$1.00 additional per hour.

Coal Tar/Exotic Materials: \$1.75 additional per hour.

High Time: Steel construction workers working on erected steel construction, bridges, stacks, towers, tanks and similar structures, from 50 to 100 ft. above ground or mean water level: to be paid 1 hour per day additional; 100 to 180 ft 2 hours additional pay per day; over 180 ft 3 hours additional pay per day. Exterior stage: Work on exterior stage 4-7 stories: to be paid 1/2 hr. per day additional. Work on exterior stage 8-11 stories: to be paid 1 hr. per day additional. Work on exterior stage 12 stories or

higher: to be paid 1-1/2 hrs. per day additional. One story equals 10 ft.

PAIN0016-022 07/01/2004

SAN FRANCISCO COUNTY

	Rates	Fringes
Painter.....	\$ 32.73	12.91

PAIN0169-001 07/01/2004

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
Glazier.....	\$ 26.68	10.44

PAIN0169-005 07/01/2004

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Glazier.....	\$ 34.76	12.21

PAIN0169-009 07/01/2002

ALAMEDA AND CONTRA COSTA:

	Rates	Fringes
Shower Door Installer.....	\$ 24.83	5.01+a

PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

PAIN0718-002 07/01/2004

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
Glazier.....	\$ 33.26	13.71

PAIN0767-001 07/01/2004

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Glazier.....	\$ 28.85	10.94

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day,

Veteran's Day, Thanksgiving Day, and Christmas Day.

FOOTNOTE: Employee required to wear a bod harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 06/26/2000

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 22.84	6.91
GROUP 2.....	\$ 22.45	6.91
GROUP 3.....	\$ 19.51	6.91
GROUP 4.....	\$ 22.15	6.91
Parking Lot, Game Court and Playground Installer....	\$ 19.51	6.91
Service Person (maintenance and repair of equipment).....	\$ 13.33	5.87

PARKING LOT STRIPING / HIGHWAY MARKING CLASSIFICATIONS

GROUP 1: STRIPER: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape traffic stripes and markings

GROUP 2: TRAFFIC DELINEATING DEVICE APPLICATOR: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices; includes all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process

GROUP 3: TRAFFIC SURFACE ABRASIVE BLASTER: Removal of traffic lines and markings; preparation of surface for coatings and traffic control devices

GROUP 4: TRAFFIC PROTECTIVE DELINEATING SYSTEMS INSTALLER: Removes, relocates, installs permanently affixed roadside and parking delineation barricades, fencing, guard rail, cable anchor, retaining walls, reference signs, and monument markers

* PAIN1237-003 01/01/2005

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Soft Floor Layer.....	\$ 26.21	9.37

* PAIN1600-005 01/01/2005

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO,

SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
Soft Floor Layer.....	\$ 35.30	11.98

PAIN1621-001 07/01/2004

MONTEREY, SAN BENITO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
Glazier.....	\$ 34.67	12.30

PLAS0066-002 07/01/2003

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
Plasterer.....	\$ 30.86	13.80

* PLAS0300-001 07/01/2004

	Rates	Fringes
Plasterer		
AREA 188: Fresno, Kings, Madera Counties.....	\$ 24.53	10.45
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 29.42	10.48
AREA 295: Calaveras & San Joaquin Counties.....	\$ 27.34	10.98
AREA 337: Monterey County..	\$ 26.06	10.48
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 27.35	10.98

PLAS0300-005 07/01/2004

	Rates	Fringes
Cement Mason.....	\$ 28.13	9.33

PLUM0036-001 07/01/2004

AREA 1: CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS
AND TUOLUMNE

AREA 2: FRENSE, KINGS AND MADERA COUNTIES

	Rates	Fringes
Plumber and steamfitter		
Area 1.....	\$ 28.50	14.58
Area 2.....	\$ 28.00	14.58

PLUM0036-004 07/01/2004

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOOSA, MERCED,
SANJOAQUIN, STANISLAUS, TUOLUMNE COUNTIES

	Rates	Fringes
BUILDING CONSTRUCTION		
PIPE TRADESMAN.....	\$ 12.00	6.02

SCOPE OF WORK Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0036-009 07/01/2004

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
Plumber and steamfitter.....	\$ 32.10	14.58

PLUM0038-001 07/01/2004

SAN FRANCISCO COUNTY

	Rates	Fringes
Plumber		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels and schools.	\$ 33.60	21.03
(2) All other work.....	\$ 42.00	22.50

PLUM0038-005 07/01/2004

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter.....	\$ 30.25	12.38

PLUM0159-001 07/01/2004

CONTRA COSTA COUNTY:

	Rates	Fringes
Plumber and steamfitter Construction of motels under 4 stories.....	\$ 28.26	12.74
All other work.....	\$ 36.06	19.25

PLUM0342-001 07/01/2004

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
Pipefitter CONTRA COSTA COUNTY.....	\$ 36.51	21.09
Plumber, Pipefitter, Steamfitter ALAMEDA COUNTY.....	\$ 36.51	21.09

PLUM0355-004 07/01/2004

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA,
MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO,
SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 22.75	7.25

PLUM0393-001 07/01/2004

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
Plumber/Pipefitter.....	\$ 44.01	14.43

PLUM0467-001 07/01/2004

SAN MATEO COUNTY

	Rates	Fringes
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Plumber/Pipefitter/Steamfitter

(1) Refrigeration & Air Conditioning.....	\$ 43.90	14.61
(2) All Other Work.....	\$ 42.65	14.31

ROOF0027-002 07/01/2004

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)....	\$ 23.05	7.30

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

ROOF0040-002 08/01/2004

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)....	\$ 24.27	13.20

ROOF0081-001 08/01/2004

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)....	\$ 27.76	8.99

ROOF0081-004 08/01/2004

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)....	\$ 20.72	7.99

ROOF0095-002 08/01/2004

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)		
Journeyman.....	\$ 28.68	9.79

Kettleman (2 kettles), Bitumastic Enameler, Coal Tar, Pitch & Mastic.....	\$ 30.68	9.79
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SFCA0483-001 08/01/2001

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES:

	Rates	Fringes
Sprinkler Fitter (FIRE).....	\$ 36.59	11.20

* SFCA0669-011 01/01/2005

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
Sprinkler Fitter (FIRE).....	\$ 27.35	12.25

SHEE0104-001 07/01/2004

	Rates	Fringes
Sheet metal worker (1) Work on projects with an HVAC contract price of \$270,000 equipped with packaged units or a unitary system; Also, tenant completion work extending from an existing trunk line or an existing water or air loop to registers and/or diffusers; Also, remodel or add-on contracts on existing facilities providing the contract price is \$165,000 or less; Also, architectural sheet metal contracts of \$100,000 or less; Also, pre-engineered and pre- manufactured siding ALAMEDA AND CONTRA COSTA COUNTIES.....	\$ 31.44	18.41
MONTEREY & SAN BENITO COUNTIES.....	\$ 30.86	15.91
MONTEREY, SAN BENITO & SANTA CRUZ COUNTIES.....	\$ 30.86	15.91
SAN MATEO COUNTY.....	\$ 34.83	16.07
SANTA CLARA COUNTY.....	\$ 38.50	17.18

(1) Work on projects with

an HVAC contract price of \$270,000 equipped with packaged units or a unitary system; Also, tenant completion work extending from an existing trunk line or an existing water or air loop to registers and/or diffusers; Also, remodel or add-on contracts on existing facilities providing the contract price is \$165,000 or less; Also, architectural sheet metal contracts of \$150,000 or less; Also, pre-engineered and pre-manufactured siding

ALAMEDA AND CONTRA COSTA

COUNTIES.....	\$ 31.44	18.44
SAN MATEO COUNTY.....	\$ 34.83	16.10
SANTA CLARA COUNTY.....	\$ 36.29	15.37

(2) Work with an HVAC contract price of \$80,000 or less; Also, tenant completion work providing the contract price is \$80,000 or less; Also, remodel or add-on contracts on existing facilities providing the contract price is \$50,000 or less; Also, architectural sheet metal contracts of \$100,000 or less; Also, pre-engineered and pre-manufactured siding

SAN FRANCISCO COUNTY.....	\$ 36.81	17.03
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(3) All other work

ALAMEDA AND CONTRA COSTA

COUNTIES.....	\$ 37.12	18.63
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MONTEREY & SAN BENITO

COUNTIES.....	\$ 30.86	16.45
SAN FRANCISCO COUNTY.....	\$ 37.58	18.16
SAN MATEO COUNTY.....	\$ 38.27	17.28
SANTA CLARA COUNTY.....	\$ 38.50	17.21
SANTA CRUZ COUNTY.....	\$ 32.48	14.83

SHEE0104-015 07/01/2004

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

Rates

Fringes

Sheetmetal Worker

Metal Decking and Siding only.....	\$ 30.41	16.13
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SHEE0162-001 07/01/2004

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
Sheet metal worker.....	\$ 27.03	13.22

SHEE0162-003 07/01/2004

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Excluding metal deck and siding).....	\$ 28.46	14.45

SHEE0162-004 07/01/2004

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
Sheet metal worker.....	\$ 28.81	14.99

SHEE0162-013 07/01/2004

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN
JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 32.50	14.04

TEAM0094-001 07/01/2004

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 23.08	15.04
GROUP 2.....	\$ 23.38	15.04
GROUP 3.....	\$ 23.68	15.04
GROUP 4.....	\$ 24.03	15.04
GROUP 5.....	\$ 24.38	15.04

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without
auger); Dumpcrete truck; Skid truck (debris box); Dry
pre-batch concrete mix trucks; Dumpster or similar type;
Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial
lift truck (mechanical tailgate); Utility and clean-up
truck: Use appropriate rate for the power unit or the

equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 35 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 35 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW 10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

BID BOND <i>(See instruction on reverse)</i>	DATE BOND EXECUTED (Must not be later than bid opening date)	OMB NO.: 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
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SURETY(IES) (Name and business address)

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR (Construction, Supplies, or Services)	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL						
SIGNATURE(S)	1.	2.	3.	Corporate Seal		
	(Seal)	(Seal)	(Seal)			
NAME(S) & TITLE(S) (Typed)	1.	2.	3.			
INDIVIDUAL SURETY(IES)						
SIGNATURE(S)	1.	2.	(Seal)			
	(Seal)					
NAME(S) (Typed)	1.	2.				
CORPORATE SURETY(IES)						
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS.

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
 (b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Form Approved
OMB No 0704-0225
Expires Apr 30, 1995

Public reporting burden for this collection of information is estimated to average 7 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302; and to the Office of Management and Budget, Paperwork Reduction Project (0704-0225), Washington, D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send complete form to address on reverse.

1. REQUESTING GOVERNMENT AGENCY/ACTIVITY

1. REQUESTING AGENCY NAME		b. ADDRESS (Street, City, State, and Zip Code)	
a. NAME NASA Ames Research Center		M/S: , Moffett Field, CA 94035-1000	
2. TYPE CODE REQUESTED (X one)		3. EXCEPTION CODES	
	a. TYPE A		a. CAO
	b. TYPE F		b. ADP
4. INITIATOR			
a. TYPED NAME (Last, First, Middle Initial)		b. OFFICE SYMBOL	c. SIGNATURE
			d. TELEPHONE NO. 650-604-

1 FIRM

a. NAME (Include Branch of, Division of, etc.)		b. ADDRESS (Street, City, State and Zip Code)	
c. CAGE CODE (If previously assigned)			
2. IF FIRM PREVIOUSLY OPERATED UNDER OTHER NAME(S) OR OTHER ADDRESS(ES) SPECIFY THE PREVIOUS NAME(S) AND/OR ADDRESS(ES) (Use separate sheet of paper, if necessary)		3. PARENT COMPANY AND AFFILIATED FIRMS (X one, and complete as applicable)	
			a. NONE
			b. CURRENTLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)
		c. PREVIOUSLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)	
4. PRIMARY BUSINESS CATEGORY (X one)		5. DISADVANTAGED SMALL BUSINESS STATUS (X one)	
	a. MANUFACTURER		a. APPROVED BY SMALL BUSINESS ADMINISTRATION (SBA) FOR SECTION 8(a) PROGRAM
	b. DEALER/DISTRIBUTOR		b. OTHER DISADVANTAGED SMALL BUSINESS FIRM
	c. CONSTRUCTION FIRM		c. NOT DISADVANTAGED SMALL BUSINESS FIRM
	d. SERVICE COMPANY		
	e. SALES OFFICE		
	f. OTHER (specify)		
		6. NUMBER OF EMPLOYEES	
		7. WOMAN OWNED BUSINESS (X one)	
		a. YES	b. NO
		8. STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE(S)	
		a. PRIMARY	
		b. OTHER (Specify)	

9. REMARKS

TIN:

10. FIRM OFFICIAL President			
a. TYPED NAME (<i>Last, First, Middle Initial</i>)	b. DATE SIGNED (YYMMDD)	c. SIGNATURE	d. TELEPHONE

INSTRUCTIONS FOR COMPLETING DD FORM 2051

GENERAL NOTE FOR PERSONNEL PREPARING OR PROCESSING THIS REPORT

Coding must be as indicated in the instructions. In cases where specific coding instructions are provided, reference must be made to the Department of Defense Manual for Standard Data Elements, DoD 5000. 12-M. Noncompliance with either the coding instructions contained herein or those published in referenced manual will make the organization which fails to comply responsible for required concessions in data base communication.

SPECIFIC INSTRUCTIONS

SECTION A - TO BE COMPLETED BY THE INITIATING GOVERNMENT ACTIVITY	SECTION B - (Continued)
Item 1: Self-explanatory.	Item 4: Self-explanatory.
Item 2: Mark the type of code being requested. a. Type A - Manufacturers Code which is used in the Federal Catalog System to identify a certain facility at a specific location which is a possible source for the manufacture and/or design control of items catalogued by the Federal Government; or, b. Type F - Non-manufacturers Code which is required for identifying an organization/function in MILSCAP. These are assigned to contractors which are non-manufacturers or are manufacturers not qualifying for a Type A Code.	Item 5: A disadvantaged business is defined as a firm that is 51% or more, owned, controlled, and operated by a person(s) who is socially and economically disadvantaged. "Controlled" is defined as exercising the power to make policy decisions. "Operated" is defined as actively involved in the day-to-day management of the firm. Item 6: Enter the number of employees. This number should include the employees of all affiliates. Item 7: A woman-owned business is defined as a firm that is 51%, or more, controlled and operated by a woman or women. "Controlled" and "Operated" are defined in Item 5.
Item 3: If applicable, enter the exception DoD Activity Address Code for the Servicing Contract Administration Office (CAO) or ADP point.	Item 8: The SIC Code is a Government Index used to identify business activity and indicates the function (manufacturer, wholesaler, retailer, or service) and the line of business in which the company is engaged. If multiple SIC Codes, indicate the primary first, next important, etc.
Item 4: Self-explanatory.	
SECTION B- TO BE COMPLETED BY THE FIRM TO WHICH THE CODE WILL BE ASSIGNED	Items 9 and 10: Self-explanatory.
Items I a and I b: Self-explanatory.	NOTE: When any future changes are made to the coded facility; i.e., name change, location change, business sold or operations discontinued, etc., written notification stating the appropriate change should be sent to: Commander Defense Logistics Services Center ATTN: DLSC-FBA Federal Center 74 Washington N. Battle Creek, MI 49017-3084
Item I c: If a CAGE Code (Type A or Type F) was previously assigned, enter it in this block.	
Item 2: Self-explanatory. Item 3: If a block other than "none" is marked, identify the Parent company by a (P) beside the firm name.	